

EXHIBIT X7

NOMALANGA MOROADI SELINA CHOLOTA



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

2nd floor, Hillside House 17 Empire Road, Parktown Johannesburg 2193

Tel: (010) 214-0651 Email:

<u>inquiries@sastatecapture.org.za</u>
Website: <u>www.sastatecapture.org.za</u>

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2nd floor, Hillside House 17 Empire Road, Parktown Johannesburg 2193

Tel (International): +27 (10) 214-0651 Fel (Tollfree): 0800 222 097 Email: inquirics@sastatecapture.org.za Web: www.sastatecapture.org.za

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

26 November 2019

The Sheriff of Bloemfontein East

Mrs P Roodt

3 Seventh Street

Arboretum

Bloemfontein

South Africa

By email hand,

Dear Sirs

URGENT SAME DAY SERVICE OF SUMMONS WE ACCEPT ALL SAME DAY SERVICE COSTS INCLUDING CALL OUT COSTS

TO BE SERVED ON MS NOMALANGA MOROADI SELINA CHOLOTA PERSONALLY, IF UNAVAILABLE SERVE ON AN OFFICIAL IN HER OFFICE

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

 Enclosed herewith is a scanned original Summons in terms of section 3(2) of the Commissions Act 8 of 1947 ("the Summons") and a copy of the original Summons (marked "C", to be served urgently on Thursday 28 November 2019 on Ms Nomalanga Moroadi Selina Cholota. 2. Please print the necessary and serve the Summons on the following address:

Ms Nomalanga Moroadi Selina Cholota

10233 Grassland

Heidedal

Bloemfontein

9300

3. Please contact Lerato Radebe on 010 214 0651/060 7491 422 or email lerator@commissionsc.org.za when service is complete, so that we may arrange for urgent collection of the return of service and original Notice. Alternatively, should the return of service be sent via your offices please ensure that such return is sent to the offices of the Commission of Inquiry into State Capture at:

17 Empire Road, Parktown

Hillside House, 2nd & 3rd floor

Johannesburg

Marked for the attention of Adv. Andre Lamprecht and Ms Lerato Radebe

- 4. We tender your costs for urgent service. Please process all costs through the account of the Department of Justice.
- 5. Thank you for your assistance.

Yours faithfully

MS BRIGITTE SHABALALA

ACTING SECRETARY

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



2nd floor, Hillside House 17 Empire Road, Parktown Johannesburg 2193

Tel (International): +27 (10) 214-0651 Tel (Tollfree): 0800 222 097 Email: inquiries@sastatecapture.org.za Web: www.sastatecapture.org.za

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

SUMMONS TO: APPEAR AS A WITNESS

This summons is issued in terms of section 3(2) of the Commissions Act 8 of 1947, read with:

- Proclamation 3 published in Government Gazette No. 41403 on 25 January 2018
- Government Notice No. 105 published in Government Gazette No. 41436 on
 9 February 2018 (as amended)
- Rules of the Judicial Commission of Inquiry into Allegations of State Capture,
 Corruption and Fraud in the Public Sector including Organs of State published in
 Government Gazette No. 41774 on 16 July 2018

Tracking reference: SPS19/0003/EL

To the sheriff or his/her deputy of Bloemfontein East

INFORM: MS NOMALANGA MOROADI SELINA CHOLOTA

OF

10233 GRASSLAND HEIDEDAL BLOEMFONTEIN 9300

That she is hereby directed to:

- a) Appear before the Commission personally at 4th floor, Hill on Empire, 16 Empire Road, Parktown, Johannesburg on 4th December 2019 at 09:00 for the purpose of answering questions under oath or affirmation concerning your employment in the office of the Premier of the Free State Province during 2015 and 2016:
 - aa) The questions will relate to, but is not limited to, the emails, pro forma invoice, proof of payments as well as the list of students that requested financial assistance which were exchanged between the office of the Premier of the Free State and the persons reflected in those emails. The said documents are contained in the list marked Annexure "A" attached to this Summons.

Your failure to comply with the requirements set out in paragraph a) above without sufficient cause constitutes an offence under section 6(1) of the Commissions Act 8 of 1947.

DATED at Pall Lown on this 26 day of November 2019.

Ms Brigitte Shabalala ACTING SECRETARY:

Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State

ANNEXURE "A"

| ITEM DESCRIPTION | | | | |
|------------------|--|--|--|--|
| NO. | | | | |
| 1. | Email dated 17 July 2015 and 12 August 2015 together with its attachments. | | | |
| 2. | Email dated 28 January 2016 | | | |
| 3. | Email dated 11 April 2015 | | | |
| 4. | Email dated 10 April 2015 | | | |
| 5. | Email dated 06 May 2015 | | | |
| 6. | Email dated 3 February 2015 | | | |
| 7. | Email dated 18 August 2015 | | | |
| 8. | Email dated 01st September 2015 | | | |
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| 11. | Proof of payments from ABSA dated 17 March 2015 | | | |
| 12. | Proof of payment from FNB dated 01st September 2015 | | | |
| 13. | Proof of payment from FNB dated 31 August 2015 | | | |
| 14. | ProForma Invoice from M-TAG Systems | | | |
| 15. | List of students who requested Financial assistance | | | |
| 16. | Notice ito Rule 3.3 regarding the statement of Mr Mxolisi Dukoana dated 27 Jur | | | |
| | 2019 | | | |



Subject FW: Lyco doc 2

From

To

| Managdi Cholota < premier@fspremier.gov.za> | digo@diamond-hill.co.za>, IGO NPAMBANI < mpambani@yahoo.com>

Date



Good Day.

This was the Initial request send to the Premier.

Regards:

Moroadi Cholota.

From: Reflice Mokoana [malito:reflice.msiza@gmail.com] Senvi: 17 July 2015 11:50 AM To: premier@fspremier.gov.za Subject: Fwd: Lyco dot 2

Dear Premier

Herewith please find the necessary documents for purposes of settling my daughtor's university account.

Please note that the annual fees payable after receiving the scholarship is approximately US\$24298. The semester amount payable before 31 July 2015 is however US\$12149.00

Kindly go to the link provided in their email and use the following access code to pay namely:

Username: kanisonmsta@amail.com

Password: KagIso95.

Please acknowledge receipt and let me know if you will also be paying for her travelling and fiving expenses as well.

I take this opportunity to thank you from the bottom of our hearts for your assistance. I have no doubt that my daughter will make good use of this opportunity.

Refilos Mokoena

0814704340

Sent from my iPad

Begin forwarded message:

From: Kegiso Msiza <<u>kadisoriusiza@omali.com</u>> Date: 08 July 2015 at 9:25:52 PM SAST Te: Refiles Mothens <<u>refiles.msiza@omali.com</u>> Subject: Lyco des 2





Lebruary 18 2015

Kapuo Msiza 8 Meyer Street Oaklands Johanna charg. Gauteng 2192

Congratulations

On behalf of the laculty and southing of t yearning College I am pleaself to be pleaself to the factorial Lycoming. Only this letter you are invited to better

If you are interested in a quality, personalized educational community of the for you. Our facilities are excellent, but it's the faculty to whom students as Professors at Lycoming are schedure in their fields of study, and you'll community then you combine then teachings with our explorative liberal arts curificate tearning that prepares you for real world professions and a lifetime of sueer

I believe you'd be proud to attend Lycoming College. It's an inviting and a students. Our graduates successfully pursue their dreums and include a followard winner, a U.S. Congressman, the Covernor of state of Public Orlege Woman in the US' and several chief executives with Fortune 100 companie Glasok (meSmith.

Our international students are highly successful in and out the citizeness; their talents in leadership and service within the Lycoming and Williamspower educational journey, our students are successful as they apply for what schools. Some of international aluman are now doctors, afterneys, scientist povernment leaders, and business persons

If you're ready to make your decision to enroll at Lyconing you may make http://www.lyconing.edu/deposits or any time before May 1, 2015.

Sincerely,

Michael Konopski
Vice President for
Enrollment Management



OFFICE OF ADMISSION

About your Scholarship and Other Import

We are pleased to offer you an international Student Scholarship of awarded on the basis of the following:

- Academic promise
- Quality of courses taken in secondary school and
- W.Grades .
- Results of SAT, ACTUAL OF Land IN LYS

The estimated cost to attend Lycoming College for 2015-164s

In addition, books and supplies will cost up to \$1,200 per year. Personaround \$100 per month.

Future Tuition increases—Your Scholarship will be renewed ann time student in good academic standing. Please note—Tuition, reincrease 3-4% per year. Because the pool of money available for amount, your scholarship will not increase while you are a student.

All Lycoming students are required to live in one of eight residence his purchase the meal plan. One of our residence halls, usually Forrest, I holidays.

All international Students are required to arrive on campus Augu Student Orientation will be held from August 17:20. Orientation

We offer amont pickup on August 15th, 16th, and 17th - the three option 1.) Flight into Williamsport Regional Airport (IPT) in Pennsylvania Gollege after landing - 5 minute drive.

2.) Flight into Harrisburg International Airport (MDT) in Pennsylvi from pick up.

Sifflight into Kennedy International Airport (JPK) - Three hour of

All international students are also required to purchase medical insur-Lycophing College. As of this writing, the cost is \$1,235 per year. Du Buty 8:00AM-4:30PM weekdays and a dector is available 1-2 hours is located one mile from the campus

Employment. The College pays its student employees \$7.25 per ho hours partweeleduring the school year and may earn up to 37.5 hour

IMPORTANT DATES

<u>Eall Semesier</u> 2015 August 21—December 11



LYCOMING COLLEGE

8-May-15

Kagiso Msiza 8 Meyer Street Oaklands

Johannesburg 2192 South Africa

You will be registering for your Fall 2015 classes when you arrive for orientation in August. To allow you to pay your balance by the Fall due date, the following is an estimated bill for the semister or New Student Orientation Fee.

Full Time Resident Student Costs

| Tultion Student Health Insurance Activity fee New Student Orientation Fee Room Rent Board Laundry Fee Technology Fee | 17,600,00 1,532,00 85,00 225,00 2,776,00 2,698,00 40,00 226,00 |
|--|---|
| Resident student total charges | 25 149 nn |

Less Estimated Financial Aid:

International Grant 13,000.00

Total Financial Aid 13;000.00

Total due for resident student: 12,149.00

The balance is due on or before July 31, 2015. Once you have registered for classes, you will have the option waiving the student health insurance providing you have comparable coverage. Below is the link

Lycoming College has partnered with peer Transfer Corporation to provide you and your family with a more convenient and efficient method of sending international payments to the school by going to the link below.

Sincerely, Cindy Springmen Bursar

570-521-4032

Student Health In aurance Walver Link
http://firstetudent.com/schools/LycomingCollege.htm

Whring Payment Link

BETTER COPY OF EMAIL DATED 12 AUG 2015



Moroadi Cholota

From:

Sent: To: Wednesday, August 12, 2015 1:11 PM igo@diamond-hill.co.za; IGO MPAMBANI

Subject:

FW: Lyco doc 2

Good Day.

This was the Initial request send to the Premier.

Regards:

Moroadi Cholota.

rom: Refiloe Mokoena [mailto:refiloe.msiza@gmail.com]

Jent: 17 July 2015 11:50 AM
To: premier@fspremier.gov.za
Subject: Fwd: Lyco doc 2

Dear Premier

Herewith please find the necessary documents for purposes of settling my daughter's university account. Please note that the annual fees payable after receiving the scholarship is approximately US\$24298.. The semester amount payable before 31 July 2015 is however US\$12149.00

Kindly go to the link provided in their email and use the following access code to pay namely:

Username: kagisonmsiza@gmail.com

Password: Kagiso96.

Please acknowledge receipt and let me know if you will also be paying for her travelling and living expenses as well.

I take this opportunity to thank you from the bottom of our hearts for your assistance. I have no doubt that my daughter will make good use of this opportunity.

God Bless

Refiloe Mokoena 14704340

Sent from my iPad

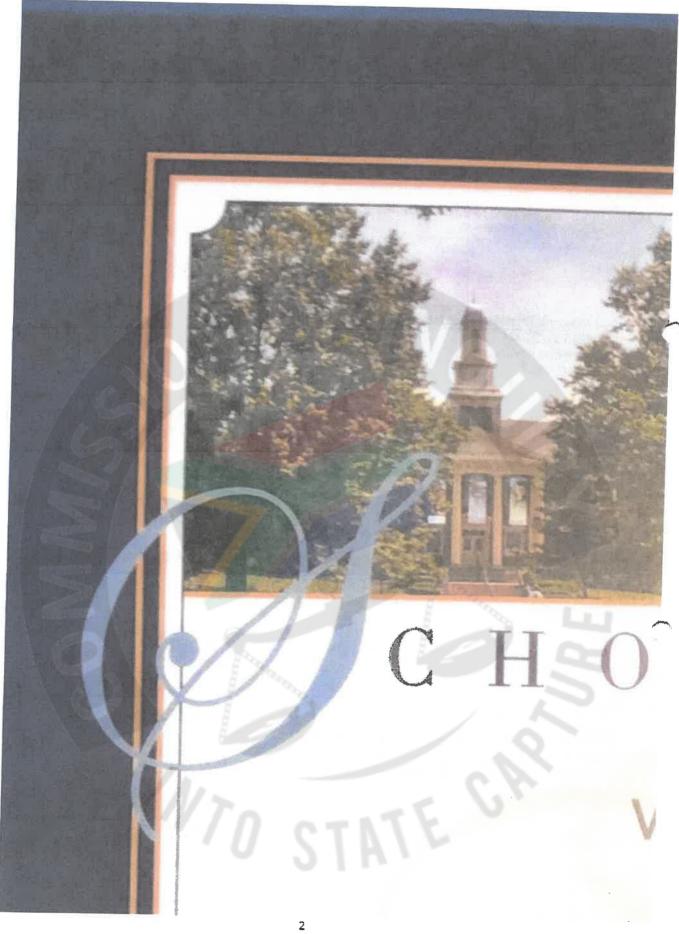
Begin forwarded message:

From: Kagiso Msiza < kagisonmsiza@gmail.com>

Date: 08 July 2015 at 9:29:52 PM SAST

To: Refiloe Mokoena < refiloe.msiza@gmail.com>

Subject: Lyco doc 2





February 18, 2015

Kagiso Msiza 8 Meyer Street Oaklands Johannesburg, Gauteng 2192

Congratulations:

On behalf of the faculty and students at Lycom beginning with the fall 2015 term. With this le 203rd class to attend Lycoming.

If you are interested in a quality, personalized of for you. Our facilities are excellent, but it's the

About your Scholarsh

We are pleased to offer you an Internation awarded on the basis of the following:

- Academic promise
- Quality of courses taken
- Grades
- Results of SAT, ACT, TOE

The estimated cost to attend Lycoming Co

Tuition, room, board, fees Less Scholarship Approximate balance

In addition, books and supplies will cost u around \$100 per month.

Future Tuition Increases—Your Scholatime student in good academic standin increase 3-4% per year. Because the possession of the possession



LYCOMING COLL

8-May-15

Kagiso Msiza 8 Meyer Street Oaklands Johannesburg 2192 South Africa

You will be registering for your Fall 2015 classes when you arrive for To allow you to pay your balance by the Fall due date, the following Please keep in mind your second semester bill will not include the for New Student Orientation Fee.

Full Time Resident Student Costs

| Tuition | 17,600,00 |
|--------------------------------|-----------|
| Student Health Insurance | 1,532.00 |
| Activity fee | 85.00 |
| New Student Orientation Fee | 225.00 |
| Room Rent | 2,776.00 |
| Board | 2,666.00 |
| Laundry Fee | 40.00 |
| Technology Fee | 225.00 |
| Resident student total charges | 25,149.00 |
| Less Estimated Financial Aid: | |
| International Grant | 13,000.00 |
| | |

Moroadi Cholota

From:

Sent:

Wednesday, August 12, 2015 1:02 PM

To:

IGO MPAMBANI; iqo@diamond-hill.co.za

Cc:

refiloe.msiza@gmail.com; moroadicholota@gmail.com

Subject:

FW: School steps

Good Day.

Herewith please find instructions for purposes of effecting payment of Kagiso's fees as discussed. Please forward proof of payment to this email for my records and to enable me to forward to the school. Kind

Step 1- go to this link address http://www.peertransfer.com/school/lycoming

Step 2- go to the login sign at the top right hand corner username: kaqisonmsiza@gmail.com

Password: Kagiso96

Step 3- click on pay now

Step 4- type in institution which Lycoming College

Step 5- type in amount Lycoming college to receive in \$ and country you are paying from.

Step 6- a block will appear whereby it says fill in contact information which is the person filling out th form

Step 7- a block will appear whereby it says fill in payment information which is the payment type.

Step 8 - a block will appear which requires student information:

Student ID- 0782168

first name- Kagiso

•last name - Msiza

Student email address- kagisonmsiza@gmail.com

WID

expected year of program completion - 2019

Step 9- fill in payer information and then

Click continue with payment button

Sent from Yahoo Mail on Android

Regards:

Moroadi Cholota



5/18/2018

Webmall :: Request for Funding

Comparate with

Subject

Request for Funding

From

Moroadi Cholota cpremier@fspremier.gov.za>

То

'Ignatius Mpambani' <igo@diamond-hill.co.za>

Date

2016-01-28 13:16

Good Day

Kindly find the below Details as discussed telephonically.

Account Name: Astra Travel

Account Number: 470179252

ABSA Bank

Cheque Account

Amount : R250 000.00 (Two Hundred and fifty thousand Rand)

Please do send the proof of payment to the above E-mail address.

Thanking you in advance.

Thank you in advance.

Warm regards:



Moroadi Cholota

Personal Assistant to Premier: Office of the Premier

Private Bag X20538

BLOEMFONTEIN

9300

Tel:

+27 (0)51 405 5942

Fax:

+27 (0)51 403 3987

Fax to E Mail:

+27 (0)86 215 8310

E Mail:

premier@fspremier.gov.za

www.fs.gov.za

5/19/2018

Webmail :: RE: Invoice

Subject

RE: Invoice

From

Moroadi Cholota premier@fspremier.gov.za>

To

Ignatius Mpambani <igo@diamond-hill.co.za>

Date

2016-02-02 09:07



Afternoon.

Kindly note that the proof of payment is well received and appreciated.

Warm regards:

Moroadi Cholota

Personal Assistant to Premier: Office of the Premier

Private Bag X20538

BLOEMFONTEIN

9300

Tel:

+27 (0)51 405 5942

Fax:

Fax to E Mail:

+27 (0)51 403 3987

+27 (0)86 215 8310

E Mail:

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EVW TS PUT 25 CHILLY AND TO PROV 22/>

----Original Message----

From: Ignatius Mpambani [mailto: ispesiaseons hilling car]

Sent: 29 January 2016 04:55 PM

To: Moroadi Cholota Subject: Re: Invoice

Received, will send pop accordingly, regards.

Ignatius

wrote:

Kindly find the attached Invoice as discussed

unapiacefapranter_sc__s

TALENZA CALLERY (NAME OF STREET)

BETTER COPY OF EMAIL DATED 28 JAN 2016



Moroadi Cholota

From:

Sent:

Thursday, January 28, 2016 1:17 PM

To:

'Ignatius Mpambani'

Subject:

Request for Funding

Good Day.

Kindly find the below Details as discussed telephonically.

Account Name: Astra Travel Account Number: 470179252

ABSA Bank Cheque Account

Amount: R250 000.00 (Two Hundred and fifty thousand Rand)

Please do send the proof of payment to the above E-mail address.

Thanking you in advance.

Thank you in advance.

Warm regards:



Moroadi Cholota

Personal Assistant to Premier: Office of the Premier

1/10

Private Bag X20538 BLOEMFONTEIN

9300 Tel:

+27 (0)51 405 5942 +27 (0)51 403 3987

Fax: Fax to E Mail:

+27 (0)86 215 8310

E Mail:

premier@fspremier.gov.za

www.fs.gov.za



5/21/2018

Webmall :: Re: Test

Subject

Re: Test

From

moroadicholota <moroadicholota@gmail.com>

Ignatius Mpambani <igo@diamond-hill.co.za>

Date

2015-04-11 09:39



Good morning.

I received all the proof of payments. Thank you very much and may the good Lord bless u.

Thank you once more.

Regards:

Moroadi Cholote

Sent from Samsung Mobile

From: Ignatius Mpambani <igo@diamond-hill.co.za>
Date: 11/04/2015 6:35 AM (GMT+02:00)
To: moroadicholota@gmail.com

Sent from my iPhone

https://webmail4.konsoleh.co.za/?_tesk=mail8_action=primt8_uid=22768_mbox=INBOX

5/21/2018

Wahmail :: Fwd: Account numbers

Tel:

+27 (0)51 405 5942

Fax: Fax to E Mail:

+27 (0)51 403 3987 +27 (0)86 215 8310

E Mail:

premier@fspremier.gov.za

www.fs.gov.za

<D0C007.pdf>

https://webmaild.konsoleh.co.za/7_task=mail&_action=print&_uld=2341&_mbox=INSOX



6/21/2019

Webmeil :: Find: Account numbers

ACC NO: 1570 151 688

Fwd: Account numbers Subject

Prom Ipeleng Morake <morakeio233@gmail.com> To Ignatius Mpambani <igo@diamond-hili.co.za>

Date 2015-04-10 19:19



See below bank details. I just don't have details for Unisa. Will forward as soon as I get them

------- Forwarded message ---From: Moroad! <moroadicholota@gmail.com>

Date: Friday, April 10, 2015 Subject: Account numbers

To: "Morakeio233@gmail.com" < Morakeio233@gmail.com>

Ausi Ipe pis find below as discussed.

CUT STANDARD BANK

ACE NO: 2404 544 05 Brench no: 05-55-34

Act type: business current acc Ref: student number or ID no

UFS/ UOFS ABSA BANK BRANCH NO: 630734

REF: 605 THEN STUDENT NUMBER REF: STUDENT NUMBER OR ID NO.

NWU ABSA BANK

ACC NO: 4070099350

BRANCH NO: 632005

REF: STUDENT NUMBER

NWU Standard bank Acc no: 330384465 Branch: 052838 Ref: student number

Regards;

<image001.jpg>

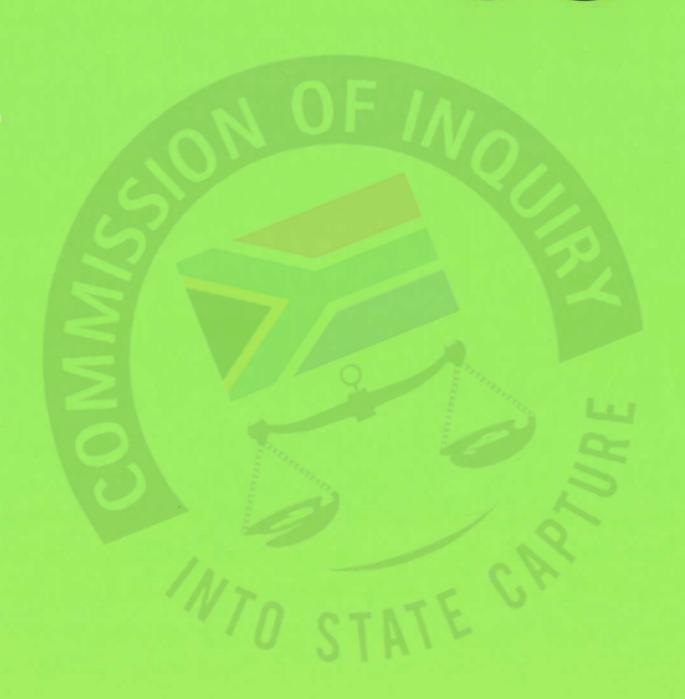
Moroadi Cholota Personal Assistant to Premier: Office of the Premier

Private Bag X20538

BLOEMFONTEIN

https://webmail4.konsoleh.co.za/?_task=mail&_action=print&_ulc=2241&_mbox=INECX

1/2



8/20/2018

Webmall :: Requeste for payment

Subject

Requeste for payment

From

To

<igo@diamond-httl.co.za> <morakeio233@gmail.com>

Спру

Date

2015-05-06 12:34

doubled by

DOC007.pdf (~81 KB)

Good Day.

Following the discussion with Ipeleng Morake , Premier requested that you pay full amount of R 470 000.00 and the remaining amount of R30 000.00 to one of the SRC President in Cube.

ACC HOLDER:

S.W.C Nicate

ACC NO:

62412467806

ACCOUNT:

FNB BANK

AMOUNT:

R30 000.00

Hope the above is in order.

Regards:

Ipaleng Morake

https://wabmaild.konsolen.co.za/?_test=mail&_action=print&_uid=2611&_mbox=iNSOX



6/3/2018

Webmail :: Re: Involces

Subject

Re: Invoices

From

IGO MPAMBANI <mpambani@yahoo.com>

To

john.tlaks@gmail.com <john.tlaks@gmail.com>, Igo Mpambani <igo@diamond-hill.co.za>

Date

2015-02-03 16:41

Good day Mr. Tlaks,

There seems to be a little confusion.

Invoice 1 was for R51m but it was paid in 2 parts (R20m in Dec and R31m in January). Therefore I can't make an invoice for R51m (40%) and then another for R31m (part of the same 40%) unless that's what is required for administration purposes.

As far as we are aware, we have been paid 40% invoice of first payments, and now (after submission of Final Report) we need to invoice balance of 60%. So kindly clarify, which invoices are exactly required.

i hope you understand my explanation and find all in order, kind regards.

ignatius Mpambani

Sent from Yahoo Mail for iPhone

At 03 Feb 2015, 3:28:47 PM, John Matlakala wrote:

Good day, Mr Mpambani

Kindly forward your documents in PDF format and observe the following:

1. Invoice 001 for R51 must be dated 02 Dec 2014

2. Invoice 002 for R31 must be dated 12 Jan 2015

Please ensure that your invoices fit in one page please\

I hope you will find the above in order Regards

Tiaks

On Tue, Feb 3, 2015 at 1:05 PM, IGO MPAMBANI mpambani@yahoo.com > wrote:



delibrate conto

NT



Moroadi Cholota

From:

Moroadi Cholota cpremier@fspremier.gov.za>

Sent:

Tuesday, August 18, 2015 9:59 AM

To:

Ignatius Mpambani

Subject:

RE: Payment

Good Morning.

Proof of payment received and acknowledged. Thank you very much.

Regards:

Moroadi Cholota

Personal Assistant to Premier: Office of the Premier

Private Bag X20538

BLOEMFONTEIN

9300

Tel:

+27 (0)51 405 5942

Fax:

Fax to E Mail:

+27 (0)51 403 3987 +27 (0)86 215 8310

E Mail:

premier@fspremier.gov.za

www.fs.gov.za < http://www.fs.gov.za/>

----Original Message----

om: Ignatius Mpambani [mailto:igo@diamond-hill.co.za]

Sent: 17 August 2015 07:24 PM To: Moroadi PA Premier FS Cc: Moroadi PA Premier FS

Subject: Payment

Good day,

Kindly find the proof of payment for \$4000, regards.

Ignatius Mpambani



Moroadi Cholota

From:

Moroadi Cholota cpremier@fspremier.gov.za>

Sent:

Tuesday, September 01, 2015 1:21 PM

To:

Ignatius Mpambani

Subject:

RE: Payment Notification from *DIAMOND HILL TRADING 71_NGJD2YPC

Good Day.

Please note that the Proof of payment is received.

Regards:



Moroadi Cholota

Personal Assistant to Premier: Office of the Premier

Private Bag X20538 BLOEMFONTEIN

9300 Tel:

+27 (0)51 405 5942

Fax: Fax to E Mail: E Mail: +27 (0)51 403 3987 +27 (0)86 215 8310 premier@fspremier.gov.za

www.fs.gov.za

From: Ignatius Mpambani [mailto:igo@diamond-hili.co.za]

Sent: 01 September 2015 12:29 PM **To:** ipeleng.morake@fspremier.gov.za

Subject: Fwd: Payment Notification from *DIAMOND HILL TRADING 71_NGJD2YPC

110

Sent from my iPhone

egin forwarded message:

From: <Paymentsemail@fnb.co.za>

Date: 01 September 2015 at 12:13:30 SAST To: <IGO@DIAMOND-HILL.CO.ZA>

Subject: Payment Notification from *DIAMOND HILL TRADING 71_NGJD2YPC



Moroadi Cholota

From:

Moroadi Cholota cpremier@fspremier.gov.za>

Sent:

Tuesday, July 26, 2016 3:11 PM

To:

Kenny Mtwentula

Subject:

RE: Sedrade: Payment

Noted.

Regards:



Moroadi Cholota

Personal Assistant to Premier: Office of the Premier

Private Bag X20538 BLOEMFONTEIN

9300

Tel: +27 (0)51 405 5942 Fax: +27 (0)51 403 3987 Fax to E Mail: +27 (0)86 215 8310

E Mail:

premier@fspremier.gov.za

www.fs.gov.za

From: Kenny Mtwentula [mailto:kenny@robsinvestment.co.za]

Sent: 26 July 2016 02:27 PM To: 'Ashney - Sedtrade'

Cc: premier@fspremier.gov.za; moroadicholota@gmail.com

Subject: Sedrade: Payment

Importance: High

Good Day Ashney

Please find attached proof of payment.

wind Regards

Kenny Mtwentula Financial Manager

Robs Investment Holdings (Pty) Ltd

Tel: +27 58 713 2187 Fax: +27 58 713 2907 F2E: +27 86 403 6005 Cell: +27 60 960 6257

E-mail: <u>kenny@robsinvestment.co.za</u> Website: <u>www.robsinvestment.co.za</u>

Address: Factory 113 Site 124, Industrial Area 3, Phuthaditihaba, 9866



Adobe Acrobat Reader will be needed to view Robs Investment' electronically transmitted documents. Should you not have Adobe Acrobat Reader installed, you can download it free of charge from http://www.adobe.com/products/acrobat/readstep2.html

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From: Ashney - Sedtrade [mailto:ashney@sedtrade.co.za]

Sent: 26 July 2016 09:58

To: kenny@robsinvestment.co.za

Subject: INVOICE

Good morning

Kindly find herewith the attached invoice as requested.

Thank you

Should you require any further information, please do not hesitate to contact the under signed

Kind regards

Ashney Makhoba



Sedtrade (Pty) Ltd

Tel. Fax no: 010 590 8086 086 530 4002

Email: Web: ashney@sedtrade.co.za http://www.sedtrade.co.za

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From: c364e@sedtrade.co.za [mailto:c364e@sedtrade.co.za]

Sent: Tuesday, July 26, 2016 10:05 AM

To: ashney@sedtrade.co.za

Subject: Message from KM_C364e





Moroadi Cholota

From:

Sent:

Wednesday, July 27, 2016 2:47 PM

To:

Paseka Mosole (paseka@sacr.fs.gov.za)

Cc:

mmathaboleeto@gmail.com

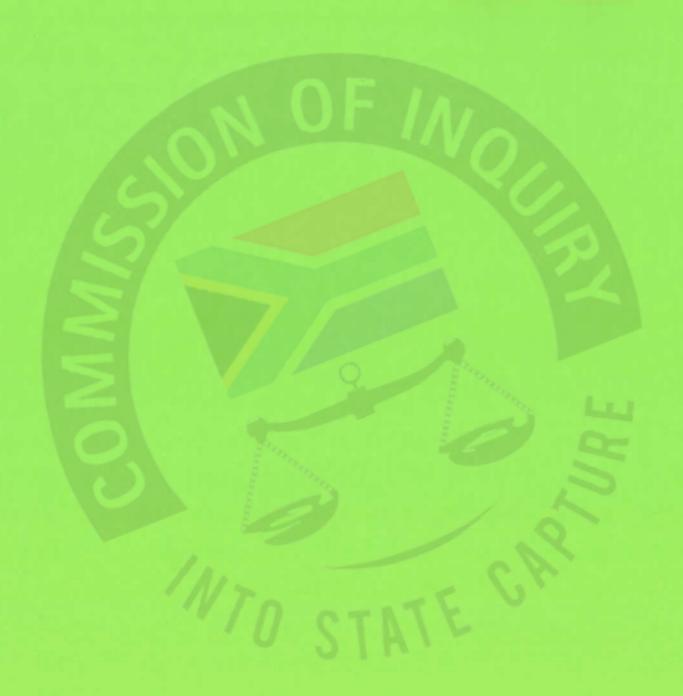
Subject:

Guests to be placed at the President and Premier's Table

Good Day.

Below are the Premier's Guests: I will also call them to double check if they were not approached by other Departments.

| FULL NAMES | CONTACTS |
|-----------------------|---|
| 1. Bernard Magabe | 082 323 3488 |
| 2. Tlale Mokgadi | 083 293 4115 |
| 3. Shantan Reddy | 083 452 3123 |
| 4. Hantsi Mayeza | 083 741 5553 |
| 5. Reggy Mutsi | 082 495 1062 |
| 6. Rakgadi Ovuko | 083 455 9309 |
| 7. Docky Rantshoareng | 083 468 2835 |
| 3. Freddy Kennedy | 082 652 2554 |
| 9. Ntate Buthelezi | 082 674 4879 / 078 678 5250 |
| 10. Ntate Mashinini | 083 305 1905 |
| l1. Max Tshabala | 083 330 6329 |
| 2. Ricky Mkhonto | 082 780 9494 |
| 3. Tumi Moletsane | 076 688 1688 |
| 4. Igo Mpambani | 079 161 4943 |
| 5. Lesole Mogorosi | 082 903 0206 (Confirmed that he is not available) |
| .6. Patrick Phuthi | 072 088 8691 |
| L7. Deena Pillay | 082 491 1744 |





Absa Online: Notice of Payment

17 March 2015

Dear ROBS INVESTMENT HOLDINGS (PTY)LTD

Subject: Notice Of Payment: Monash University

Please be advised that you made a payment to Monash University as indicated below.

Transaction number: 803263DBFE-1

Payment date: 2015-03-17

Payment made from: ROBS INVESTMENT
Payment made to: Monash University

Beneficiary bank name: FIRSTRAND
Beneficiary account number: 62062732485

Bank branch code: 254905
For the amount of: 50,000,000

Immediate interbank payment: Y

Reference on beneficiary statement: 26974878 Pule

Additional comments by payer:

Please remember that the following apply to Absa Online payments to non-ABSA bank accounts.

- Payments made on weekdays before 15:30 will be credited to the receiving bank account by midnight of the same day.
- Payments made on weekdays after 15:30 will be credited by midnight of the following day.
- Payments made on a Saturday, Sunday or Public holiday will be credited to the account by midnight of the 1st following weekday.

If you need more information or assistance, please call us on 08600 08600 or +27 11 501 5110 (International calls).

If you have made an incorrect internet banking payment, please send an email to digital@absa.co.za

Yours sincerely

General Manager: Digital Channels

This document is intended for use by the addressee and is privileged and confidential. If the transmission has been misdirected to you, please contact us immediately. Thank you.



Absa Bank Limited Reg No 1986/004794/06 Authorised Financial Services and Registered Credit Provider Reg No NCRCP7 Company Information: www.absa.co.za

Absa Bank Beperk Reg No 1988/004794/08 Gemagtigde Finansiëledienste- en Geregistreerde Kredietverskaffer Reg No NCRCP7 Maatskappy-inligting: www.absa.co.za





NOTIFICATION OF PAYMENT

To Whom It May Concern:

First National Bank hereby confirms that the following payment instruction has been received

Date Actioned

2015/09/01

Time Actioned

: 11:56:53

Trace ID

: NGJD2YPC

Payer Details

Payment from

: *DIAMOND HILL TRADING 71

Cur/Amount

: ZAR100000.00

Payee Details

no.

..810787

Name

: GRIFFIN EDGE

Bank

: STANDARD BANK OF S.A.

Branch Code

: 051001

Reference

: 2015/8/A14/000016

END OF NOTIFICATION

To authenticate this Payment Notification, please visit the First National Bank website at www.fnb.co.za, select Contact Us & Tools at the top right hand side of the page, followed by the Verify Payment Notification link and follow the on-screen instructions.

Our customer (the payer) has requested FirstRand Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. FirstRand Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

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NOTIFICATION OF PAYMENT

To Whom It May Concern:

First National Bank hereby confirms that the following payment instruction has been received

 Date Actioned
 : 2015/08/31

 Time Actioned
 : 09:47:24

 Trace ID
 : MSQL2WPC

Payer Details

Payment from : *605 CONSULTING SOLUTIONS

Cur/Amount ZAR200000.00

Payee Details

cipient/Account no. : ..810787

Name : GRIFFIN EDGE (PTY)
Bank : STANDARD BANK OF S.A.

Branch Code : 051001

Reference : 2015/8/A14-000016

END OF NOTIFICATION

To authenticate this Payment Notification, please visit the First National Bank website at www.fnb.co.za, select Contact Us & Tools at the top right hand side of the page, followed by the Verify Payment Notification link and follow the on-screen instructions.

Our customer (the payer) has requested FirstRand Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. FirstRand Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

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M - TAG Systems

73A Erfdeel Crescent Pellissier Bloemfontein 9300



Tel: +27 (0) 81 779 4831

Fax: +27 (0) 86 600 0476

DATE: 04 May 2015

PROFORMA INVOICE

BILL TO:

NAME: Premier's Department (Free State)

ADDRESS: Lebohang Building

Cnr. Markgraaf & St Andrews Str., BFN

ATT: Miss. Epileng Morake

TEL: +27 (0) 51 405 5496 / 27 (0) 51 403 3430

FAX: +27 (0) 51 405 4803

| DSCRIPTION | SPECIFICATIONS | QUANTITY | UNIT PRICE | AMOUNT |
|------------|--|----------|------------|--------------|
| M-TAG 1700 | 7" display, 1024*600 IPS Intel BayTrail Z3735G 1.83GHz HDD: 32GB 1GB DDR3L 3G, Camera: Front 0.3/2M, Rear 2/5M | 200pcs | R 2,350.00 | R 470,000.00 |

| TOTAL | 200pcs | R 470,000.00 |
|-------|--|--------------|
| | The state of the s | |

BANK DETAILS:

ACCOUNT NAME : GSM ICT SOLUTIONS (PTY) LTD

ACCOUNT NUMBER: 24 080 4945

BRANCH NAME

BRANDWAG

BRANCHED CODE 1:051 001

ACCOUNT TYPE

: BUSINESS CURRENT ACCOUNT

Directors: Majaha M Mthethwa; Angelina M Mahlakoane

Web: http://www.gsmict.co.za

email: info@esmict.co.za



STUDENTS WHO REQUESTED FINANCIAL ASSISTANCE

| NAMES | CONTACT | NAME OF | BANK | ACC | BRANCH CODE REFERENCE | REFERENCE | AMOUNT |
|---------------------------|------------|---|----------|-----------|-----------------------|-----------|----------------|
| | | INSTITUTION | | NUMBER | | | |
| MOLETA DIBUSENG ELIZABETH | 0834429710 | MANCOSA | STANDARD | 52615723 | 4382613 | 125465 | R22 800 00 |
| AAOVIOVE DAVIONA | 0000000000 | 100 100 100 100 100 100 100 100 100 100 | | | | 000 | 1122 000.00 |
| MONDONE RANDOMO | 0/39260426 | VAAL UNIVERSITY | ABSA | 530861945 | 632005 | 214141896 | R 11 410 00 |
| AAOMITTII DOMAND | | | | | | 00011111 | 30:04F + + + 1 |
| MONTEL TIL DONALD | 0824237882 | UNISA | STANDARD | 096R | 10645 | 5371771 | D 1 005 00 |
| TOTAL | | | | | 0.000 | 77/17700 | DO.COO T U |
| IOIAL | | | | | | | R36 095 00 |

DIFFERENT INSTITUTION:R36 095.00

: R 215 047.12

9

: R 446 624.91

UOFS

TOTAL : R 697 767.03

| FEES 2015 TOTAL STUDENT NUMBER R41996.00 R41996.00 R41996.00 R41996.00 R41996.00 R41996.00 R41996.00 R41996.00 R4194.00 R4194.00 | STUDENT NUM! FEES 2015 TOTAL R41986.00 R44514.00 R44514.00 R44514.00 R44514.00 R2724700 R4451875000000 R4451818913.92 R 2553 | R41986.00 R41986.00 R6539.00 R11640.00 R | | AT THEIR FEES BE PAYED | | | | | | | | |
|--|--|--|-----------------|--|-----------------|-------------|-------------|----------------------|-------------|----------------|-------------|--------------------------------|
| R 253 : | STUDENT NUM; FEES 2015 TOTAL R 41986.00 R 11 640.00 R 45 14.00 R 45 14.00 R 45 14.00 R 27 247 00 R 27 247 00 2013187600 R 20 000.00 2012104440 R 16 000.00 213065843 R 18 913.92 R 2553 | RATIONAL FEES 2015 TOTAL RATIONS.00 RATICAD.00 RATICAD. | STUDENT NUMBER | HIGHLITED IN RED PREMIER REQUESTED THA | | | | REFFERED BY MR KENNY | | | | THIS ONE IS AN OTSTANDING SAPS |
| 000 | STUDENT NUM; FEES 2015 R 41.986.00 R 11.640.00 R 11.640.00 R 45.14.00 R 27.247.00 R 27.247.00 2013187600 R 20.000.00 2012104440 R 16.000.00 213065843 R 18 913.92 | R41986.00 R411640.00 R11640.00 R11640.00 R27247.00 R27247.00 2013187600 R20 000.00 2012104440 R16 000.00 213065843 R18 913.92 | | R 41,986.00 H | 8.66389.00 | R 11 640.00 | R 44 514.00 | R 6.835.00 R | R 27 247.00 | R 20 000 00 | R 16 000.00 | R 18 913.92 T |
| | 398 | RSITY 365 | | R 41 986.00 | P. 66 389.00 | R 11 640.00 | R 44 514.00 | R 6 835.00 | R 27 247.00 | 10 R 20 000.00 | | 13 R 18 913.92 |
| 0728071511 0728071511 0714657941 0762558340 0820896700 0783153225 0732978139 0721887024 07788384103 | | | NAME | KADO | BERLIE PATRICIA | VELISWA | PHTLHELLO | B R | BOKANG | LERATO | THATO | 86 |
| CONTACT DETAILS 0728071511 A 0762558340 ELLO 0820896700 0783153225 G 0732978139 O721887024 O788384103 | PATRICIA IA ELLO G | KADO BERLIE PATRICIA VELISWA PHTLHELLO B R BOKANG LERATO THATO B G | NO SURNAME NAME | 2 CLOETE | 3 SWART | 4 MBOBO | 5 SEDIBE | 6 MAHOKO | 7 TJABANE | S MOLIBOLA | 9 TSATSANE | 10 LETEBELE |





2nd floor, Hillside House 17 Empire Road, Parktown Johannesburg 2193

Tel (International): +27 (10) 214-0651 Tel (Tollfree): 0800 222 097

Email: inquiries@sastatecapture.org.za Web: www.sastatecapture.org.za

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 : MS MOROADI CHOLOTA

CELL : 082 051 4326

EMAIL: moroadicholota@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:

- The Commission's Legal Team intends to present the evidence of Mr Mxolisi Dukoana ("Mr Dukoana") at its hearing held at 4th Floor, Hill on Empire, 16 Empire Road, Parktown, Johannesburg. The presentation of Mr Dukoana's evidence will commence on 27 and 28 August 2019 at 10h00, 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.
- The allegations set out in the evidence of Mr Dukoana implicate or may implicate you in, *inter alia*, allegedly participating in various acts of corruption, bribery, fraud and money laundering.
- The relevant portions of the statement of Mr Dukoana which implicate or may implicate you in the above allegations are annexed hereto marked "A". Your attention is drawn to paragraphs 37 to 56 of his statement.

- 3.1 The relevant extracts of the annexures of Mr Dukoana's statement which implicate or may implicate you in the above allegation are annexed hereto marked "B". Your attention is drawn to pages 39 to 124 thereof.
- Due to the fact that you are implicated or may be implicated by the evidence of Mr Dukoana, you are entitled to attend the hearing to be scheduled, 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 statement of Mr Dukoana will be uploaded on the Commission's website (www.sastatecapture.org.za) as soon as he concludes his evidence. The transcript will be uploaded daily.
- 5 If you wish to:
 - 5.1 give evidence yourself;
 - 5.2 call any witness to give evidence on your behalf; or
 - 5.3 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.

- An application referred to in paragraph 5 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' statement insofar 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.
- 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.
- 8 Please take note that even if you do not make an application under Rule 3.4:
 - 8.1 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

- 8.2 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.
- 9 The extracts of the witness statement provided to you are 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) submitted to the Commission by any person in connection with the Commission's inquiry.
- 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 1st DAY OF AUGUST 2019

MS K B SHABALALA

Acting Secretary

Judicial Commission of Inquiry into Allegations

of State Capture, Corruption and Fraud

in the Public Sector including Organs of State

MIO



IN THE COMMISSION ON STATE CAPTURE HELD IN JOHANNESBURG

BEFORE DEPUTY CHIEF JUSTICE RM ZONDO

EVIDENCE OF:

MXOLISI DUKOANA

STATEMENT

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MX 3



A. INTRODUCTION

I, the undersigned,

MXOLISI DUKOANA

do hereby make oath and say:

- I am a deponent to this statement and reside in Welkom, Free State Province. My background and my experience in government and the ruling party were set out in detail in my first affidavit before the Commission.
- The facts set out in this statement are within my personal knowledge and belief, unless stated otherwise or the context of what I declare makes the contrary apparent, and are to the best of my knowledge and belief both true and correct,
- To the extent that I make submissions of a legal nature in this statement, I do so on
 the basis of the counsel obtained in the course of preparation of this statement from
 my legal representatives, and which counsel I verily accept to be the correct legal
 position.
- 4. This is my second appearance at the Commission having so appeared on 5 April 2019, detailing the circumstances around my visits to the Gupta Compound, Sahara and Oakbay offices.

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MA



- 36.8. International scholarship programme; and
- 36.9. Conclusion.

D. ASBESTOS ERADICATION AUDIT:

ASBESTOS HEIST

- 37. The Free State Department of Human Settlement ("the FSDHS") obtained an unsolicited proposal to eradicate asbestos roofs on houses within the province from Blackhead Consulting and Diamond Hill JV.
- 38. The history of asbestos and its health hazards are known apartheid spatial development legacy. It is therefore apposite that I speak about this project by making reference or taking the Commission through a 53-paged document that resulted in the unlawful and corruptly spending of approximately R255m by the FSDHS. I annex hereto marked "2DM 5" a copy of the final audit report prepared on behalf of Blackhead Consulting and Diamond Hill JV by Mr IP Mpambani (Mr Mpambani).
- 39. Unfortunately, Mr Mpambani was mercilessly gunned down in Sandton on 22 June 2017. I knew him well as a young man educated abroad and a potential talent for the benefit of the country.
- 40. Although he is late, his business partner, one Mr Edwin Sodi (Mr Sodi), is alive and should be subpoenaed by the Commission to explain the genesis of this project.

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There are legal proceedings instituted against the estate of Mpambani by Sodi at the High Court, Gauteng Local Division, Johannesburg. I understand that the amount in issue is the last payment of R77m (part of R255m) that was advanced by FSDHS to Black Consulting and Diamond Hill JV and unduly appropriated by the late Mr Mpambani. It would be in the interest of the Commission to obtain from the High Court papers concerning this litigation.

- 41. First of all, there was no compliance with s 217(2) of the Constitution by the FSDHS in its approval of this project. On 2 December 2014, Mokhesi (HOD of Free State Human Settlement) addressed a letter Sodi appointing Blackhead Consulting (Pty) Ltd JV to perform the audit and assessment of asbestos of housing units in the Free State for R 255m. The period to undertake the audit and assessment of asbestos of housing units was between 1 December 2014 to 31 March 2015 or earlier. I annex hereto marked "2DM 6" a copy of the appointment letter and "2DM 7" being a copy of the service level agreement.
- 42. The letter of appointment followed a 5-paged proposal from Sodi dated 28 May 2014 for the "REQUEST FOR APPOINTMENT ON RISK: AUDIT AND ASSESSMENT, HANDLING OF HAZARDOUS MATERIAL (REMOVAL) AND DISPOSAL OF ASBESTOS-CONTAMINATED RUBBLE IN THE FREE STATE PROVINCE". For ease of reference, I annex hereto marked "2DM 8" a copy of the proposal that culminated in the Free State government paying R255m for a 5-paged proposal.
- 43. This project was a brazen act of corruption executed by state officials in concert with business persons at the behest of the Premier of Free State, Magashule at the time.

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- 44. Mr Mpambani was in constant communication with the personal assistant of Premier Magashule, one Ms Moroadi Cholota (Ms Cholota). Ms Cholota would communicate on behalf of Magashule onerous requests or instructions with substantial financial implications no business entity could sustain in its commercial well-being. For ease of reference, I annex hereto marked "2DM 9", "2DM 10", "2DM 11", "2DM 12", **"2DM 13"** as copies of the emails between Ms Cholota to Mr Mpambani. It would be noted that in some of the emails, one Ms Ipeleng Morake (Ms Morake) from the Office of the Premier features prominently in executing instructions on behalf of Magashule via Ms Cholota.
- It is apparent from the emails between Ms Cholota and Mr Mpambani that payments were advanced for every onerous request that was made to Mr Mpambani on behalf of Magashule. As evinced in the said emails, at all material times thereto, the official emails of Ms Cholota and Ms Morake were used to communicate requests and acknowledge payments of monies and executing instructions at the behest of Magashule.
- An inference could be drawn that each time payment was advanced to Blackhead Consulting JV by the FSDHS, Ms Cholota or Ms Morake were informed, undoubtedly both would inform Magashule, followed by an onerous request or instruction to Mr Mpambani, resulting in the latter making payments as requested or instructed by Magashule,



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- Mpambani from monies corruptly and fraudulently sourced from the state coffers through the asbestos project. At the behest of Magashule, Mr Mpambani paid sums of monies for some students studying through various universities here and abroad.
- 48. A notable request is that of one Ms Refiloe Mokoena, who at some point was an Acting Judge at the High Court, Free State Division, Bloemfontein. Her financial request was for her daughter who was studying abroad. At the behest of Magashule, Ms Cholota communicates to Mr Mpambani and Ms Mokoena's request was honoured in dollars.
- 49. Ms Mokoena is a suspended Head of Legal Department at SARS and I am advised her suspension is allegedly connected to advancing the interests of the Gupta owned entities.
- 50. Evinced from the emails between Ms Cholota and Mr Mpambani, all the requests or instructions originated from Magashule. An inference could be drawn that the asbestos audit was but an asbestos audit heist sponsored by the Premier of the Free State government (Magashule). The asbestos audit heist was executed through the Premier's office by Magashule's personal assistant employed by government at the behest of Magashule. This was not only a blatant abuse of power by Magashule but a brazen commission of fraud, money laundering and day light robbery of the public purse.

SEA

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- of Free State a detailed account of how he financially benefited from this asbestos audit heist. Mr Sodi as a business partner to Mr Mpambani ought to have known some of the intricacies involving this cash heist committed at the constructive knowledge of Magashule as Premier of the Free State at the time.
- 52. To demonstrate that Mr Sodi knows about this asbestos heist the following is noted
 - 52.1. On or around 24 March 2015, Mr Sodi and Mr Mpambani exchanged emails regarding persons who have been paid form this asbestos heist and they termed the payments as "costs of business".
 - 52.2. I annex hereto marked "2DM 14" a copy of the spreadsheet as an attachment to emails exchanged by Mr Mpambani and Mr Sodi.
 - 52.3. From the spreadsheet the following persons were paid according to emails between Mr Mpambani and Mr Sodi:
 - 52.3.1. TZ is believed to be Mr Thabane Zulu who at the time was the Director-General of National Department of Human Settlement;
 - 52.3.2. TM is believed to be Mr Thabo Mokhesi who is the Head of Department of Human Settlement in the Free State;







- 52.3.3. AM is believed to be Ace Magashule who was Premier of Free State at the time;
- 52.3.4. OM is believed to be Olly Mlamleli who was the MEC for Corporative

 Governance and Human Settlement in the Free State;
- 52.3.5. Mastertrade is believed to be a company domiciled in Gauteng (the Commission's investigators can make further investigations about its details);
- 52.3.6. Others are unknown persons;
- 52.3.7. Martin is unknown;
- 52.3.8. Steve is unknown;
- 52.3.9. Ranta is unknown;
- 52.3.10. JT is unknown but is believed to be Jimmy Tau;
- 52.3.11. Diedricks is unknown; and
- 52.3.12. Blackhead and Diamond Hill (have already been described).

AN

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- 1 submit that the involvement of Magashule in this asbestos audit heist makes him unfit to hold public office or the office of the Secretary-General of the ANC.

 Magashule's suitable place of abode in public is a jail cell, if our law enforcement agencies were well-oiled, Magashule and all those aided and abetted this asbestos audit heist should be doing time in jail.
- To date, no eradication of asbestos roofs has been carried out in any township in the Free State to asbestos roofed houses and yet R255m has been advanced to Blackhead Consulting JV and R77m of the state funds is a subject of a litigation in our courts and our law enforcement agencies are doing nothing.
- FSDHS, Mr Thabo Mokhesi, the Chief Finance Officer of FSDHS at the time, the head of supply chain at FSDHS and the MEC of Human Settlement at the time.
- 66. Magashule, as Premier at the time, Ms Cholota and Ms Morake should be no exceptions. The MEC of Finance in the Free State at the time and Head of Treasury at the time have some explanation to do.
- 57. Ms Mokoena should come to the Commission to explain the circumstances that led her to request funding from Magashule for her daughter's education abroad.
- 58. The office of the Auditor-General in the Free State would be a great resource to the Commission. The Commission and the people of South Africa, in particular the Free State deserve to know the truth about this asbestos audit heist.

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119. I have spoken to a number of government officials in the Free State province and they are eager to provide information or render assistance to the Commission. Their only fear is that there is no independent vehicle through which they could be of assistance to the Commission.

MXOLISI DUKOANA

I hereby certify that the deponent knows and understands the contents of this statement and that it is to the best of the deponent's knowledge both true and correct.

INTO

COMMISSIONER OF OATHS

TAKALANI MADIMA (S.C)
Practising Advocate
AFSA JHB Chambers
Commissioner of Oaths Ex Officio
Grindrod Tower, 8A Protea Place
Sandown 2193
Tel: 011 320-0600

27 June 2019







Diamond Hill Trading 71

FREE STATE PROVINCE: ERADICATION OF ASBESTOS AUDIT REPORT: ALL TOWNS



FREE STATE DEPARTMENT OF HUMAN SETTLEMENT

FREE STATE: DEPARTMENT OF HUMAN SETTLEMENTS

FINAL AUDIT REPORT

WITHIN THE FREE STATE PROVINCE + 300 000

13 FEBRUARY 2015

PREPARED FOR:

Head of the Department.

Free State: Department of Human Settlement.

C/o St Andrew and Markgraaf Street Lebohang Building 8th Floor, Room 834 Bloemfontein 9300

PREPARED BY:

Mr. I P Mpambani

Blackhead Consulting JV

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- D: ASBESTOS CONCERTRATION MAP. (ATTACHED)
- E: EXISTING TYPOLOGIES PER DISTRICT. (ATTACHED)
- F: FIELDWORKERS TRAINING MANUAL (ATTACHED)
- G: ELECTRONIC COPY OF THE REPORT (ENCLOSED)
- H: COPIES OF REPORTS PER STAND AND LAYOUT DRAWINGS (ENCLOSED)
- G: LABOUR STATISTICS (ATTACHED)







ACRONYMS AND DEFINITIONS

Acronyms and definitions will have the meanings as specified herein for the purpose of understanding the context and contents of this document only.

1.1. Acronym

PRT BLACKHEAD CONSULTING JV (Professional Resource Team)

PM Project Management

PBS Product Breakdown Structure

PP Project Plan

PI Professional Indemnity

TBD To Be Determined

WBS Work Breakdown Structure

WP Work Package

FSPG Free State Provincial Government

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Project Background

Blackhead Consulting and Diamond Hill formed a Joint Venture and were appointed by the Free State Department of Human Settlement as Blackhead Consulting JV to assess and quantify the entire stock of low density residential housing accommodation roofed with asbestos in the Free State Province with the ultimate aim of eradicating these asbestos roofs.

The assessment results will enable the Department to formulate a plan to replace the affected roofs with environmentally friendly roof covering to guarantee the citizens of Free State a healthier livelihoods and an improved quality of life.

Methodology

Blackhead Consulting JV was elected to use a Global Positioning System of georeferencing of stands that is web-based. This system is premised on mobile devices (tablet PCs), GIS software packages, GPS system and ArcGIS Server Mobile SDK, riding on wireless communication and a spatial database.

Field workers within the area of works were trained and employed to take the images of asbestos houses using mobile devices, which in turn synchronises with the Mastartrade232 server to store the images, which are then processed and quality controlled via a Structural Assessment template. The whole system then later generates individual reports for each house, which is then analysed and interpreted for results. A hard copy of the houses containing asbestos will be made available to the Department, however, the information submitted on hard copy will also be available electronically.







Field findings

Out of a total of all the Free State townships assessed via site visits, The following were discovered.

The actual number of residential units that contains asbestos could only be quantified after the physical audit has been done, however the audited and counted number of residential units containing asbestos is **36 303** Stands and the stands walked and physically and assessed is **+300 000**.

Options to cater for repairs will be developed in detail on phase two of the works, however recommendations highlighting the advantages and drawbacks of each option is indicated as follows.

A preliminary cost for each option will also be developed. Typical house-plans (generic) which have been used mostly in the areas will captured per District Municipality and used to develop the preliminary cost estimate for each option.

1. PURPOSE OF THIS REPORT

The purpose of this report is to make information available to the Free State Provincial Government regarding number of houses that contains asbestos and to give an indication on the structural status of the units per stand within the allocated scope of 300 000 residential stands as follows:

- . The number of Residential Units per stand that contains Asbestos Roof.
- The type of existing roof.
- Existing house typologies.
- Defects documented.
- · Repairs for remedial work.
- Estimated value of the remedial works
- Recommendations





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2. INTRODUCTION

The bill of rights in the supreme legislation of South Africa, the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996), Sections 26 entrenches the right of South African citizens to have access to adequate housing.

The Constitution makes it incumbent upon the State to take reasonable legislative and other measures within its available resources to achieve the progressive realization of this right.

The Free State Provincial Government has tasked the Free State Department of Human Settlements to embark on a project to eradicate asbestos roofs from all housing accommodation in Free State.

Health implications associated with exposure to airborne asbestos fibres were first highlighted in the 1930's and specific links to certain cancers were made in South Africa in the early 1960s, however products containing asbestos continued to be used in housing for non- white South Africans during the Apartheid era.

Old township houses that were built by the previous era have subsequently been transferred into the ownership of the inhabitants. This property transfer also meant the transfer of risks and liabilities that come with home ownership.

The health risk of living in asbestos roofed houses was thus also transferred to the beneficiaries of these properties. A very large number of such houses were transferred to indigent people who rely solely on Government Pensions, Grants and a number of other forms of Government assistance. They thus hardly have money for home insurance or money for maintenance and repairs to their properties let alone money to replace the entire roof structures to protect themselves and their families from diseases caused by exposure to asbestos fibre.





3. BACKGROUND

In 2008 the Government of South Africa banned the use of asbestos sand asbestos fibre in any product. This ban was a reflection of the commitment of the Government to creating better lives for the people of South Africa.

As a component of this commitment the Free State Provincial Government (FSPG) acknowledges that a large number of township houses, hostels and flats delivered by the government of the past were roofed with asbestos roof sheets.

Regulations for the prohibition of the use, manufacturing, import and export of asbestos and asbestos containing materials formed part of the Environment Conservation Act of 1989

FSPG has looked at its financial position and has tasked the Department of Human Settlements to conduct an audit on housing stock roofed with asbestos / products containing asbestos fibre per residential stand. The audit will allow us to quantify the entire stock in the Province which will enable us to devise a plan and cost to replace the affected roofs with environmentally friendly roof covering to guarantee the citizens of the Free State Province a healthier livelihoods and an improved quality of life.

The terms of reference for assessment of asbestos roofed houses/ stand will provide guidance on efforts aimed at appropriate planning, process management and replacement of affected roofs in the province. The strategy will further assist in building and strengthening strategic relationships with municipalities in Free State

MID







Access to quality, sustainable housing is entrenched in our Constitution and Breaking New Ground Strategy and thus is an important aspect of redressing (deliberate) deficiencies of the past in our country.

4. LEGAL IMPLICATIONS

The Department is aware that the roll out for the asbestos eradication project has the possibility to open us up to opportunistic litigation based on possible health conditions. These cases can be highly sensitive and the issues can be factually and legally immensely complicated.

In anticipation of this the Department will use existing legal structures to assist when such cases arise. The services of a reputable legal firm preferably with experience in this area of asbestos related litigation should be sought.

It is beyond reasonable doubt that the Free State Government is being pro-active in addressing this matter, of which the assessment of residential units per stand containing asbestosis is the first step to stop the prolonged damage caused by asbestos and potential damaged that can be caused by asbestos if not removed and disposed correctly.

5. UNDERSTANDING OF THE BRIEF

5.1 Scope of Works

The scope of works is the assessment audit of residential units per residential stand containing asbestos, including outside toilets roofed with asbestos and to submitting a report on all houses in the Province that are roofed with asbestos complete with Geo referencing, remedial works needed and to give an indication of the estimated value of the replacement cost.

5.2 The scope of the assessments will be as follows:

- The identification and quantification of affected houses.
- Assessment of structural defects on load bearing walls in each houses.
- Submission of existing House Typologies in the area (for new roof designs)







- 5.2.1) The assessment has encompass all housing products roofed with asbestos roofs with focus on the following housing products as indicated on the below figure.
- Old township houses (including former Indian & Coloured townships)
- Extended Houses
- Suburban houses
- Outside toilets or other structures containing asbestos within the residential stands



- 5.2.2) The assessment has encompass the entire Province of Free State in all cities and towns,
- Implementation planning phase Once the extent of the problem is known the 5.3 implementation planning can begin. Planning & construction which is to come later and not part of the current scope will be on affected houses only.







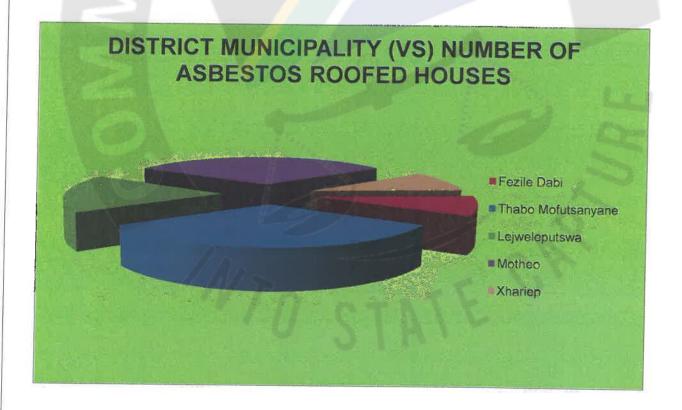
5.4 The Scope of the construction phase has encompassed all areas in 5.2.1 & 5.2.2 above and shall be detailed after the completion of the assessment and planning stages. It will include a typical cost breakdown and the actual (construction) replacement of asbestos roofs.

6. AREA OF WORKS

6.1 Work took place in the following District Municipalities,

| ITEM | DISTRICT MUNICIPALITY | NUMBER OF ASBESTOS ROOFED HOUSES | NO OF STANDS WALKED | PERCENTAGE CONCENTRATION OF ASBESTOS OUT OF THE 36 344 ASSESED | NO OF STAND CAPTURED ELECTRONICALLY | | |
|------|-----------------------|---|---------------------------|--|---|--|--|
| 1 | Fezile Dabi | 3 329 | 130 287 | 9,16% | | | |
| 2 | Thabo Mofutsanyane | 11 869 | 164 092 | 32,66% | | | |
| 3 | Lejweleputswa | 6 450 | 155 789 | 17,75% | +302 000 STANDS | | |
| 4 | Motheo | 11 423 | 141 157 | 31,43% | | | |
| 5 | Xhariep | р 3 273 | | 9,01% | | | |

Total 36 344 617 093 + 302 000







See figure 1 for the area of works.

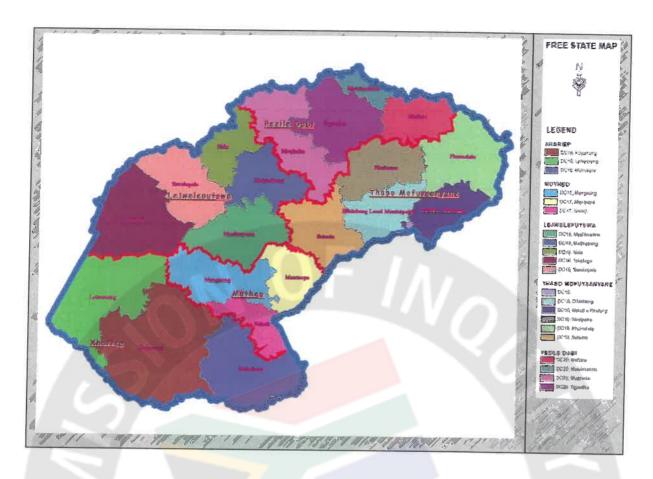


Figure 1.

7. DELIVERABLES OUTLINE

The PRT will be responsible for delivering a project report in all phases, to be submitted to the client (the Department) per District Municipality or Local Municipality which includes the following:

- i. an overall summary report for the entire District or Local Municipality
- ii. a table of findings per township / town in the Municipality
- iii. overall quantification of the extent of problem in Municipality
- iv. a structural integrity report , defects of each house
- v. details of the existing roof supports (member material, depth of beam filling)
- vi. an accurate dimensioned sketch of a typical houses exterior walls







C Simulation

- vii. a photograph of each house
- viii. The report is to be in hard copy and electronic copy format (Asbestos)
- ix. Drawings for new work
- x. A Bill of Quantities for the new work
- xi. Construction monitoring and report
- xii. Project completed and handed over to the client within the specified time

8. ROLES & RESPONSIBILITIES

The Department

- i. The Department jointly with the PRT are responsible to providing information on areas that must be prioritised relevant to the project inter alia the names and location of all affected Municipalities, towns and townships.
- ii. The Client was further responsible for the monitoring and evaluating the PRT's performance and submitted information.
- iii. The Client will be responsible to remunerate the PRT in line with the signed contract.

9. PROJECT METHODOLOGY

9.1 The Work Force

This was a multi-disciplinary project, the project jurisdiction is covering the whole of the Free State Province within the maximum allocated scope of 300 000,00 residential units/ stands with asbestos which constitutes the scope of this work.

The team consisted of the following;

Project Directors, Assistant Project Directors, Project Managers, Social Facilitators, Trainers, IT Specialist, Architects and Engineers, Team Leaders and Field Workers with the Project Director Leading the whole project.

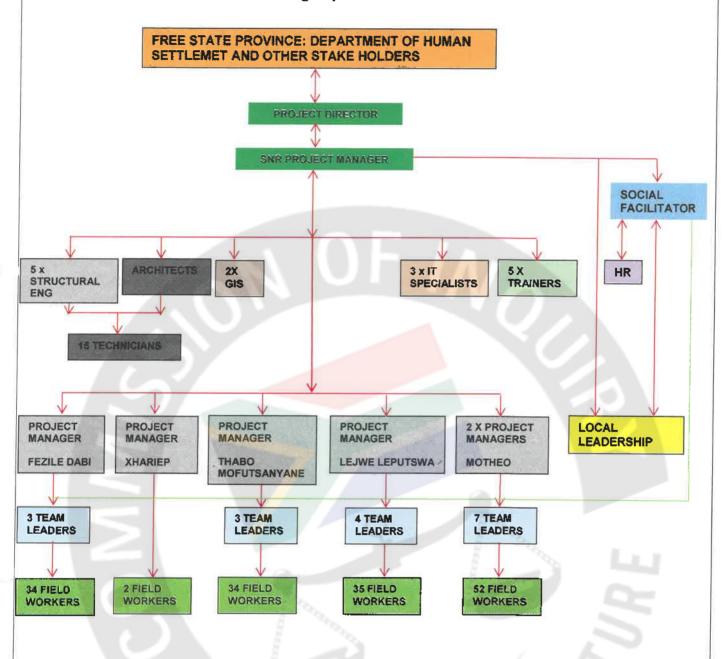






9.2 The Command Structure during implementation.

1/10









Actual Production.

| 1 | Assessed number of Houses | |
|---|---|----------------|
| | | 302 000,00 |
| 2 | Average number of Houses per person per project | 1500 |
| 3 | Actual number of days Worked | 35 |
| 4 | Delays Caused by delayed correspondence from Local leadership | 3 to 30 (days) |
| | , and a factor of the point color readership | 3 to 30 (da |

A team of 155 field workers (contract workers) was drawn from the community through a consultative process involving Councillors and MECs and were each be equipped with a Tablet or a device with which to take pictures of each and every house in the area found to have asbestos as prescribed in the training manual in the Appendix.

These collected data was used by engineers and architects, to ensure the quality of work in the field and assist with any technical glitches. An interactive user interface would ensure that the correct type of data is captured in the field, and then prompt the camera person to go to the next stage until they click COMPLETE, then the field worker could move to the next property.

Once the data is accumulated on the Mastartrade Server, the Architects and Engineers would then collect the data and process it with the drop down menu, commenting on specific fields as outlined in the Terms of Reference (structural integrity, type of roof, etc).

The technical staff will then make an engineering judgement concerning each and every one of the units.

Another layer of Quality Assurance also involved the random sampling of the processed data of each and every team to ensure that the project has been completed to specifications and where necessary to take corrective action.

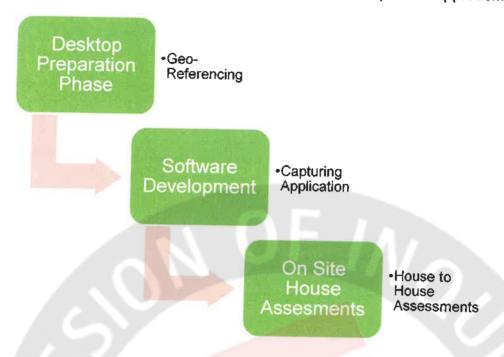


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- Minaria Maria

a) The Technology

The IT Solution utilized can be described as a three-phased approach:



Each of the phased are briefly explained below:

1. DESKTOP PREPARATION PHASE

The desktop preparation phase is the crucial foundation of all project activities.



GEO-REFERENCEING OF STANDS

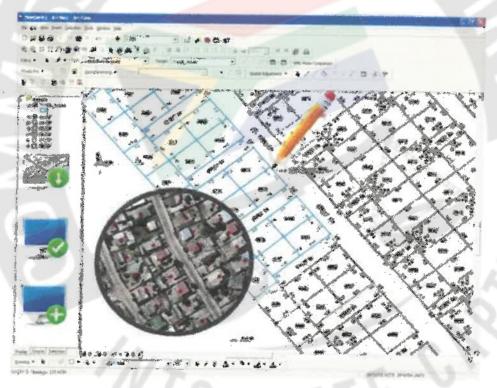
The electronic shape file of the stands was obtained for the demarcated areas to create an electronic shape file. The electronic shape file is loaded as a back drop on the mobile device for the fieldworker data collection phase. Refer to the below illustration.











GPS LOCATION / GIS MAPPING

The pre-created stand boundaries (geo-referenced stands) served as the work orders for the fieldworker









2. SOFTWARE DEVELOPING

What is GIS and Mobile GIS?

Geographical Information System (GIS) is a computerised system, capable of displaying places on the earth's surface and Mobile GIS is an expansion of GIS, from the office to the field and integrates:

- √ Global Positioning System (GPS)
- ✓ Mobile Device (Palmtop PC)
- ✓ ArcGIS Server Mobile SDK
- ✓ Other GIS software packages

Geographical Information System (GIS) has the added advantage of:

- ✓ wireless communication and
- ✓ a spatial database.

Why GIS / Mobile GIS?

Real Time positioning

Mobile GIS is a real time positioning system, which has the benefit of determining and displaying the exact position (x:y co-ordinate) of each household / research point.

Electronic spatial database

The GPS position of the houses can be mapped, and has the added advantage that each of the above, can later be revisited (GPS Navigation). The results of the survey (attribute data) can be linked to the spatial data and various maps can be generated.

Wireless Technology

Information can be transferred over a distance without the use of electrical wires. Different wireless networks can be utilised.







Advanced Reporting Tool

GIS is an excellent application for visual and progress reporting. Spatial analysis (mapping by x,y coordinates) distinguishes GIS from other types of information systems.

Data may be output in digital form for transfer to another software package to allow statistical analysis, desktop publishing or further analysis, however most GIS output is in the form of maps to illustrate trends via the web or on desktop.

Advanced Management Tool

The solution provides advanced management reports e.g. the number of captures per fieldworker per hour / day / week, etc. and the web-based technology will allow role-players to monitor progress on a daily basis via the internet. Role players have web based access to follow progress on a daily bases.

Remote Control

The technology has the added advantage to provide technical support to the fieldworkers via remote control technology by virtually taking over the handheld device.

Leading Technology

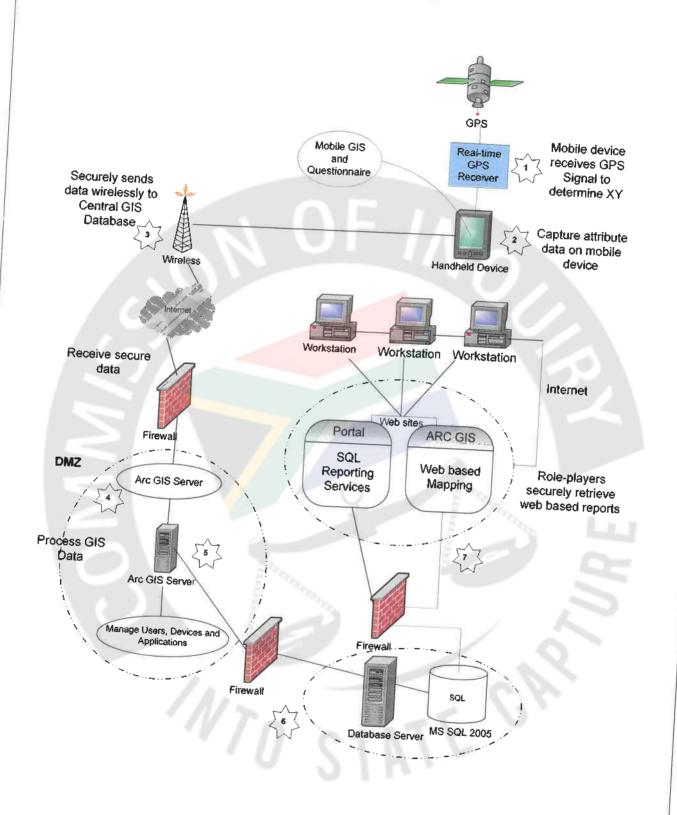
GIS and mobile solutions are growing world-wide at an exponential rate and it is the future trend in information technology.





Mobile GIS Architecture

The deployed GIS architecture is described below:







Real time GPS Receiver 3-5m accuracy

GPS is a Radio-based navigation system capable of providing a 3-5m accuracy three dimensional position (x,y,z) to:

- a. Provide the exact position of the site;
- b. Ensure data is captured at the site.



Handheld device

We utilized tablets / handheld devices. These devices are tried and tested.

Mobile GIS Application

- ✓ View map, displaying all GIS data for specific solution opened
- ✓ Zoom In / out, Pan (move) Zoom extent
- Search by attribute
- Query by specific or multiple parameters
- ✓ Identify objects (features) and display detailed information (dropdown menu's)
- √ New captures
- ✓ Edit existing captures
- ✓ Synchronisation
- ✓ Send data to server (New and edited captures)
- ✓ Receive data from server (Get the latest updates from the server)



Wireless Technology

We utilized wireless networks (GPRS / EDGE / 3G / HSDPA) that allows information to be sent and received across a mobile telephone network to transfer information to a server (wireless).



Reporting Services

Reports were served directly from the consolidated database, in the data centre. Reporting services is a web base reporting tool and can be accessed from any remote computer with an internet connection.







Web Based Mapping/Shape Files

It reflects the data captured via GIS application real-time.

Functions and abilities of mapping are:

- View map, displaying all GIS data for specific solution opened
- Zoom In / out, Pan (move) Zoom extent
- Search by attribute
- Query by specific or multiple parameters
- Identify objects (features) and display detailed information
- Categorise sites according to class and type

3. ONSITE HOUSE ASSESSMENTS

3.1) The mobile GIS IT solution comprises of 3 components namely:

- a) The mobile device / tablet
- b) A software package on the mobile device to capture the data of the occupants and roof structure information and condition
- c) A web base central database (Oracle)

Photos embedded in the database linked to stand and structure

3.2) The following highlights a few of the functions of the application:

- a) GIS capabilities Navigates the fieldworker to the stands to collect the data on the correct stand.
- b) Bullt-in validation rules to ensure the quality of the data collected by the fieldworker.
- c) Compulsory data fields to ensure only completed captures.
- d) Fieldworkers are prompted to ask the relevant questions.
- e) Save the collected data on the ultra lite database.
- f) Synchronisation function to send / receive data via GPRS to Professional Mobile Mapping's central server
- 3.3) The assessment entailed the collection of the following attribute data in the field for each stand:







- a) Details Stand Number, Suburb, Town
- b) GPS Coordinates
- c) Roof structure details Confirm type of roof (Asbestos), Condition of roof, Comment on other structures on site with Asbestos roofs (example outside toilet)
- d) Photos Photo of the roof

3.4) Advantages of the solution in the field:

- a) The fieldworkers captured the required data for each house and the GPS provides the correct co-ordinate of each house.
- b) The Mobile device displayed the questions (drop down facility) to the fieldworker. fieldworker completed all questions on the mobile device. The drop down menu facility ensured standardization of the data fields eliminating incorrect spelling and limits the human factor etc.
- c) Quality of the data is valued.

3.5) Various quality control mechanism are put in place to ensure high quality data

WID

- a) Validation checks data validity checking is enhanced by the quality control mechanism.
- b) Compulsory fields The application forced the fieldworker to capture all the compulsory data
- c) GPS points The application did not allow captures without a GPS point or if fieldworker is not within 10 meter from the stand
- d) Clean Sweep The mapping reports served as a management tool to ensure that each area







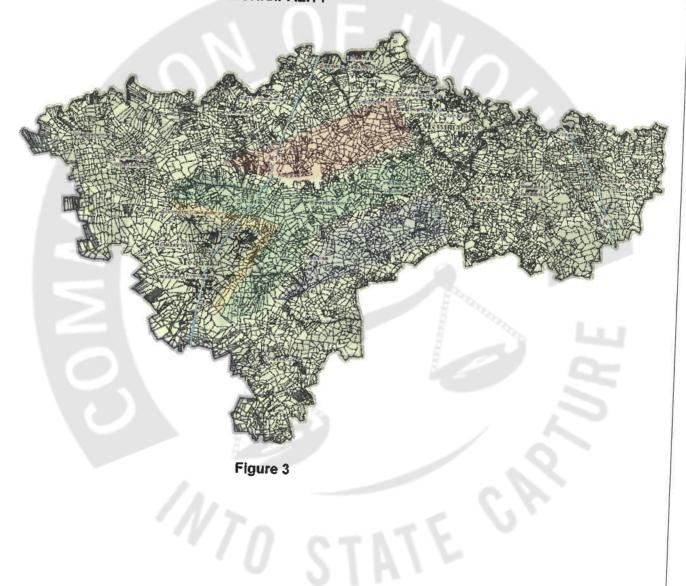
10. DESKTOP STUDY AND RESEARCH FINDINGS

The research findings attached formulates the areas of coverage of the 300 000 stands in the area which constitutes the scope of this work.

An initial field exercise revealed that out of the +300 000,00 stands, 36 344 that contains asbestos in the area which constitutes the scope of this area.

An example of the District Municipality and Local Municipalities, Tows, SP's and Erf is illustrated below. These Maps are attached as **Annexure for your easy reference**.

FEZILE DABI DISTRICT MUNICIPALITY

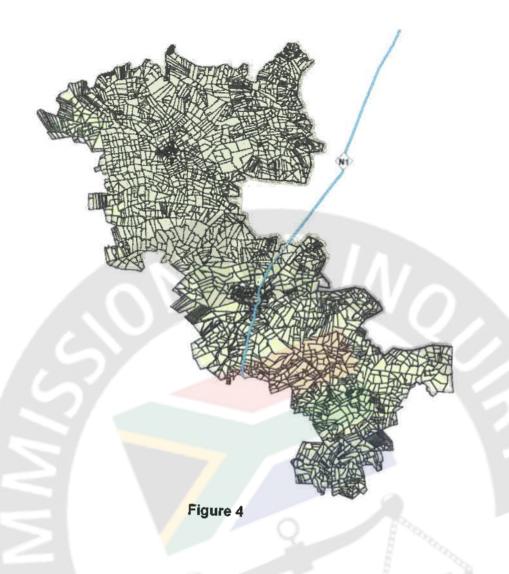








MOQHAKA LOCAL MUNICIPALITY



170 STATE



TOWNSHIP BOUNDARIES AND SP'S

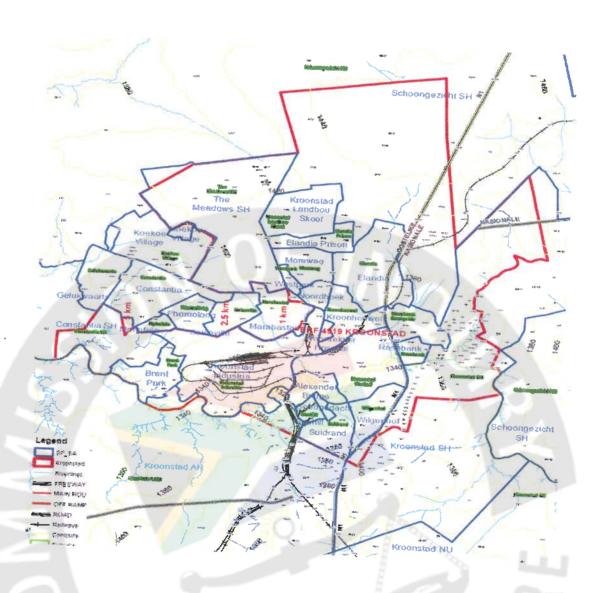


Figure 5

170 STATE







ERF NUMBERS



Figure 6

MTO ST







11. PROGRAM AND PROGRESS

a. Current Status

| 1.1 Collection of Shape files 1.2 Validate and prepare Shape files as complete 1.3 Identification of area of works (Asbestos Houses) 1.4 Site Visit 1.5 Compilation of Housing Typologies 2 IT 2.1 Develop an application 2.2 Provide a server as complete 2.3 Operate and Maintain Server 2.4 Supply and deliver Gadgets to be programed 3 Social Facilitation 3.1 Consultation with Political Heads and Tradition Leaders in Area of Works 3.2 Communication with the Community and other stakeholders 4 Human Resource 4.1 Appointment of team leaders and training 4.2 Recruitment of Foot Soldiers | 100% 100% 100% 100% 100% | |
|--|--|--|
| 1.2 Validate and prepare Shape files as complete 1.3 Identification of area of works (Asbestos Houses) 1.4 Site Visit 1.5 Compilation of Housing Typologies 2 IT 2.1 Develop an application 2.2 Provide a server as complete 2.3 Operate and Maintain Server 2.4 Supply and deliver Gadgets to be programed 3 Social Facilitation 3.1 Consultation with Political Heads and Tradition Leaders in Area of Works 3.2 Communication with the Community and other stakeholders 4 Human Resource 4.1 Appointment of team leaders and training 4.2 Recruitment of Foot Soldiers | 1009 1009 1009 100% 100% 100% | |
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| 2.1 Develop an application 2.2 Provide a server as complete 2.3 Operate and Maintain Server 2.4 Supply and deliver Gadgets to be programed 3 Social Facilitation 3.1 Consultation with Political Heads and Tradition Leaders in Area of Works 3.2 Communication with the Community and other stakeholders 4 Human Resource 4.1 Appointment of team leaders and training 4.2 Recruitment of Foot Soldiers | 100% 100% 100% 100% | |
| 2.2 Provide a server as complete 2.3 Operate and Maintain Server 2.4 Supply and deliver Gadgets to be programed 3 Social Facilitation 3.1 Consultation with Political Heads and Tradition Leaders in Area of Works 3.2 Communication with the Community and other stakeholders 4 Human Resource 4.1 Appointment of team leaders and training 4.2 Recruitment of Foot Soldiers | 100% 100% 100% | |
| 2.2 Provide a server as complete 2.3 Operate and Maintain Server 2.4 Supply and deliver Gadgets to be programed 3 Social Facilitation 3.1 Consultation with Political Heads and Tradition Leaders in Area of Works 3.2 Communication with the Community and other stakeholders 4 Human Resource 4.1 Appointment of team leaders and training 4.2 Recruitment of Foot Soldiers | 100% 100% 100% | |
| 2.3 Operate and Maintain Server 2.4 Supply and deliver Gadgets to be programed 3 Social Facilitation 3.1 Consultation with Political Heads and Tradition Leaders in Area of Works 3.2 Communication with the Community and other stakeholders 4 Human Resource 4.1 Appointment of team leaders and training 4.2 Recruitment of Foot Soldiers | 100% | |
| 2.4 Supply and deliver Gadgets to be programed 3 Social Facilitation 3.1 Consultation with Political Heads and Tradition Leaders in Area of Works 3.2 Communication with the Community and other stakeholders 4 Human Resource 4.1 Appointment of team leaders and training 4.2 Recruitment of Foot Soldiers | 100% | |
| 3.1 Consultation with Political Heads and Tradition Leaders in Area of Works 3.2 Communication with the Community and other stakeholders 4 Human Resource 4.1 Appointment of team leaders and training 4.2 Recruitment of Foot Soldiers | 100% | |
| 3.2 Communication with the Community and other stakeholders 4 Human Resource 4.1 Appointment of team leaders and training 4.2 Recruitment of Foot Soldiers | | |
| 4 Human Resource 4.1 Appointment of team leaders and training 4.2 Recruitment of Foot Soldiers | | |
| 4.1 Appointment of team leaders and training 4.2 Recruitment of Foot Soldiers | 100% | |
| 4.2 Recruitment of Foot Soldiers | | |
| 4.2 Recruitment of Foot Soldiers | | |
| | 100% | |
| 4.3 Appointment of Quality Assurers | 100% | |
| 5 Logistics & Training | 100% | |
| Transportation and Accommodation of Team Leaders and Project Managers | 100% | |
| 7.2 Training of Field Workers | 180 | |
| 6 Operations | 100% | |
| .1 Capturing of Data on Site | | |
| 2 Quality Assurance on captured Data | 100% | |
| 3 Certification of Woks by Engineer and Architect | 100% | |
| / Out Put | 100% | |
| Printing of Reports | | |
| Compile, Incorporate, present and submit Final Report | 100% | |
| | 100% | |

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b. Program and Progress

- The field work commenced on the 17th of November 2014 (Training and preparations) and the actual site audit commenced on the 24th of November 2014 and the site audit was completed on the 6th of February 2015 and the final report to be submitted to the employer on the 13th of February 2015.
- Project duration was initially scheduled at 31 days counted from the day the physical work starts on site, however the project was completed on the 6th of February 2015.
- The consultation with communities started on the 20th of November 2014 until the 16th of January 2015.

12. DELIVERABLES SUBMISSION

Cross-referencing the deliverables:-

As outlined in the various deliverables is listed below.

| Deliverable | Description |
|-------------|---|
| J. | an overall summary report for the entire Municipality |
| li | a table of findings per township / town in the Municipality |
| 111 | overall quantification of the extent of problem in Municipality |
| iv | Drafting of the existing housing typologies within the area of works. |
| V | a colour or black and white photograph of each house |

Value Addition

a) Developing Roofing Options

BLACKHEAD JV has gone ahead and developed Options 1 to 4 for the proposed new roof types. Each one has its merits and demerits, and an evaluation was done to assist in decision making.



These are:-

Option 1: Concrete roof tiles

Option 2: Concrete tiles (Harvey)

Option 3: Sheet metal (IBR)

Option 4: Composite roof panel.

Remedial Work

A more detailed report outlining the comparative evaluation of each option can will be made available in the next phase of works, however **figure 7** illustrates some of the typical detailing on the remedial work to be done on the roof.

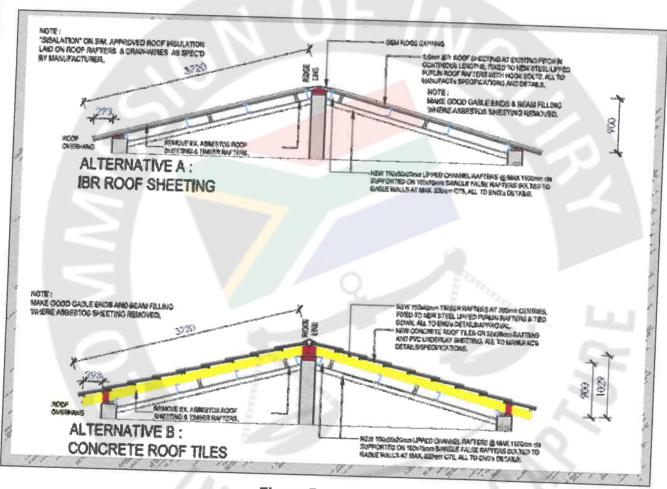


Figure 7

b) Existing Typologies in the Free State

Attached as **Annexure** are some of the roof Typologies found in the Free State for your easy reference.

THE THE







THE FOLLOWING EXISTING TYPOLOGIES WERE DISCOVERED

b.1) Single Story Residential Unit

Flat Roof (60m² to 56m²)



Pitch Roof (56m²)









b.2) Single Story: Semidetached Residential Unit.

Semidetached House 102 m²



Semidetached House (56 m²)









c.3) Double Story Semidetached Residential Unit



c.4) Other

100% Asbestos (Walls and Roof)







100% Asbestos (Walls and Roof)

Less than (56m²)



c) A durable web-based tool for future use.

Blackhead will add value for the Client by using a durable web-based platform that can be handed over to the Municipality or Government for decision making, going forward.

This tool can be used to query and generate reports on the houses with and with no asbestos, whether by ward, by SP or whatever metric the Client may choose. Instruction and or training on how to use the web interface can be provided on request.

The web interface can be provided to the employer at no additional cost starting on the 13th of February 2015 until the 12th of February 2018 and 5 users will be allowed to have access to the interface.

See existing typologies as attached as Annexure for your easy reference.

MTO STA

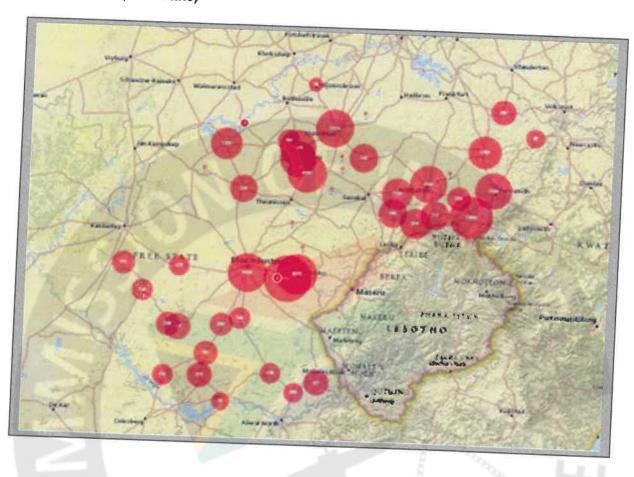






The tool at the Department's disposal can be used to achieve the following;
Check the Concentration of Asbestos per Province, per District, per Town, Per Ward, Per Stand

Per Province (Free State)

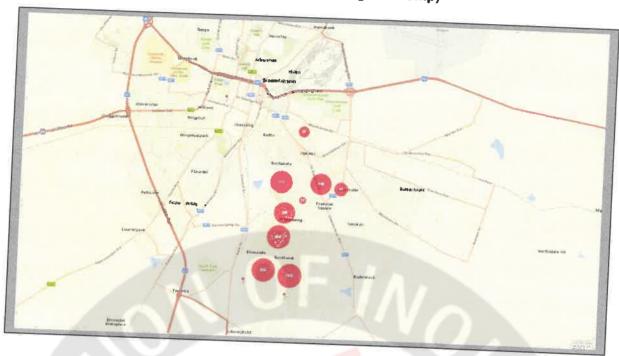


170 STATE

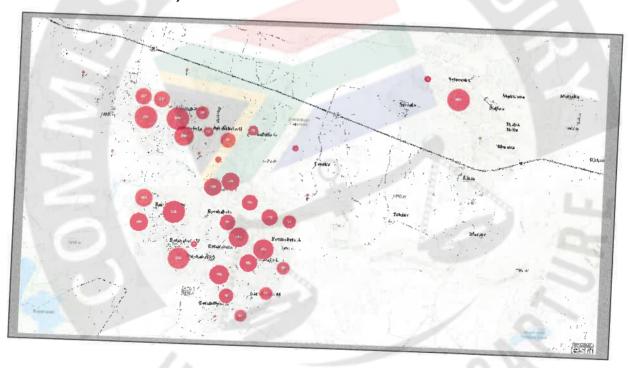




Per District or Metropolitan Municipality (Mangaung Township)



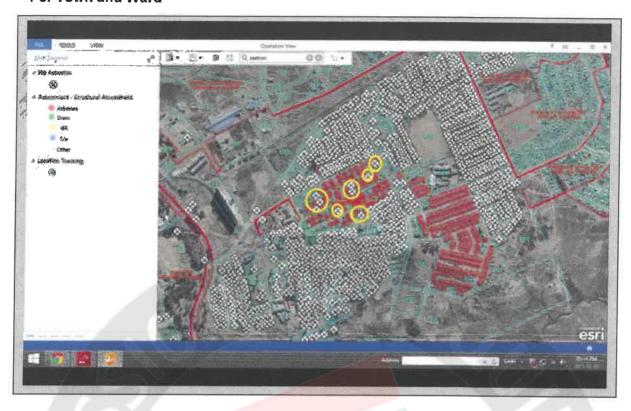
Per Town (Botshabelo)



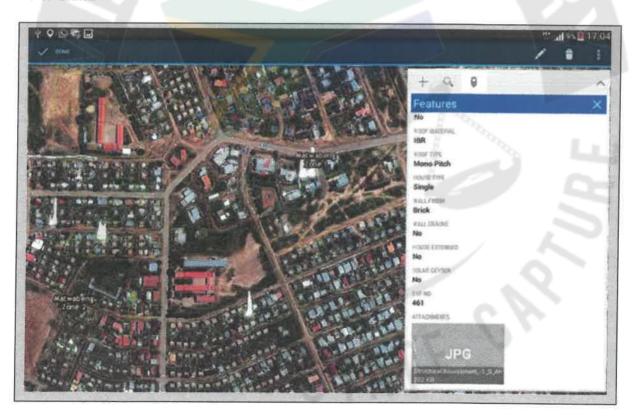




Per Town and Ward



Per Stand







14. LABOUR STATISTICS

The labour employed on this project is as attached as Annexure.

155 Field workers were employed on the project and where all sourced from the loca community.

15. AUDIT PER DISTRICT, LOCAL MUNICIPALITY AND TOWN

15.1

| THABO MOFUTSANYANE DISTRICT MUNICIPALITY | TOTAL NO. OF ASBEST OS | 11869 |
|---|---------------------------------|-------|
|---|---------------------------------|-------|

| DISTRICT | MUNICIPA LITY | TOWN | NUMBER OF HH WALKED | LOCATION | NUMBER OF HH WALKED | NO OF ASBESTOS | ASBESTOS PERCENTAGE |
|----------|------------------|-----------------|---------------------------|---------------------|---------------------------|-------------------|------------------------|
| THABO M | Dihlabeng | Bethlehem | 5214 | Bohlokong | | 1699 | 7,07% |
| | | | | Beken Park | 18826 | 154 | 0,64% |
| | | Fouriesbur g | 223 | Mashaeng | 3495 | 19 | 0,51% |
| | | Clarens | 246 | Kgubetswa na | 1957 | 42 | 1,91% |
| | 3/ | Paul Roux | 214 | Fateng Tse Ntsho | 1780 | 0 | 0,00% |
| | | Rosendal | 53 | Mautse | 1237 | 0 | 0,0078 |

Total 1914







Qwaqwa

11/

| | 3 | 2101 | | 0,19% |
|-----------------|----------|-------|------|--------|
| 65441 | | | | 0,1070 |
| Phuthadijthab | | | | |
| а | Α | | 2485 | 14,18% |
| | В | 47500 | 88 | 0,50% |
| | H | 17529 | 313 | 1,79% |
| | J | | 3983 | 22,72% |
| | L | | 31 | 0,18% |
| Other Places in | Boiketlo | 1665 | | 0,.070 |

| | H | 17029 |
|---|----------------|-------|
| | j | |
| | L | |
| Ş | | |
| | Boiketlo | 1665 |
| | Bolata | 4359 |
| | Botjhabelo | 531 |
| | Dinkweng | 178 |
| | Dithotaneng | 2861 |
| | Ha-Rankopane | 718 |
| | Ha-Sethunya | 1977 |
| | Ha-Taudi | 247 |
| | Jwala Boholo | 135 |
| | Kgibiditing | 114 |
| | Kudumane | 779 |
| | Lejwaneng | 438 |
| | Letshalemaduke | 2530 |
| | Mabolela | 88 |
| | Mafikeng | 615 |
| | Makeneng | 991 |
| | Makgemeng | 423 |
| | Makhalaneng | 1552 |
| | Makwane | 5577 |
| | Mangaung | 2747 |
| | Mantsubise | 768 |
| | Marabeng | 130 |
| | Marakong | 1060 |
| | Masaleng | 929 |
| | Masianokeng | 85 |
| | Matshaneng | 591 |
| | Matshidiso | 126 |
| | Matsieng | 512 |
| | Matsikeng | 1639 |
| | Matsopaneng | 286 |
| | Mmakong | 574 |
| | Moeding | 214 |
| | Mokabatane | 55 |
| | Monontsha | 1550 |
| | | |

Mphatlalatsane

Naledi

Namahadi

Ntshehele

Paballong

819

1401

927

556







| DISTRIC T | MUNICIPALIT | TOWN | NUMBER OF | LOCATION | NUMBER OF | NO OF ASBESTO | ASBESTOS PERCENTAG |
|--------------|-------------|----------------|---------------|-------------|-----------|------------------|-----------------------|
| THABO | | Excelsio | | Mahlatswets | HH | S | E |
| M | Mantsopa | Г | 194 | а | 1623 | 123 | 6,77% |
| | | Hobhous e | 105 | Dipelaneng | 1166 | | |
| | | Ladybra | | Dipolarieng | 1100 | 0 | 0,00% |
| | | nd | 1345 Manyatse | Manyatseng | 6434 | 327 | 4,20% |
| | | Tweespr uit | 348 | Borwa | 1411 | 225 | 12,79% |

Total

675

| DISTRIC T | MUNICIPALIT Y | TOWN | NUMBER OF | LOCATION | NUMBER OF | NO OF ASBESTO | ASBESTOS PERCENTAG |
|--------------|------------------|-----------|-----------|------------|-----------|------------------|-----------------------|
| THABO | | | | LOCATION | HH | S | E |
| M | Nketoana | Arlington | 64 | Leratswana | 1172 | 0 | 0.000/ |
| | | Reitz | 1130 | Petsana | 5105 | 3 | 0,00% |
| | | Lindley | 354 | Ntha | 3010 | 0 | 0,05% |
| | | Petrus | JS SL | Mamafubed | 0010 | 9 | 0,00% |
| | | Steyn | 231 | u | 3138 | 40 | 1,19% |

Total

43

| DISTRIC T | MUNICIPALIT Y | TOWN | NUMBER OF | LOCATION | NUMBER OF | NO OF ASBESTO | ASBESTOS PERCENTAG |
|--------------|------------------|--------|-----------|-------------|-----------|------------------|-----------------------|
| THABO M | Phumelela | Memel | 229 | Zamani | 1603 | S | E MEAN |
| | | Vrede | 689 | Thembalihle | 4166 | 192 | 0,00% |
| | | Warden | 641 | Zenzeleni | 2567 | 183 | 3,77% 5.74% |

Total

| T | MUNICIPALIT Y | TOWN | NUMBER OF | LOCATION | NUMBER OF | NO OF ASBESTO | ASBESTOS PERCENTAG |
|------------|------------------|---------------|-----------|-----------------|-----------|------------------|-----------------------|
| THABO M | Setsoto | Clocola n | 429 | Hiohioiwan e | 4896 | S | E |
| | | Ficksbu rg | 1719 | Megheleng | 10814 | 65 45 | 1,22% |
| | | Senekal | 1252 | Matwabeng | 6486 | 526 | 0,36% |
| | | Marqua rd | 431 | Moemanen g | 4028 | 49 | 1,10% |
| | | | | | Total | 575 | 1,10% |





15.2

| LEJWELEPUTSWA DISTRICT MUNICIPALITY | TOTAL NO. OF ASBESTOS | 6450 |
|--|-------------------------|------|
|--|-------------------------|------|

| DISTRICT | MUNICIPALIT | TOWN | NUMBER OF HH WALKED | LOCATION | NUMBER OF HH WALKED | NO OF ASBESTO S | ASBESTOS PERCENTAG E |
|-------------------|-------------|-------------------|---------------------------|-----------------|---------------------------|-----------------------|----------------------------|
| Lejweleputs wa | Masilonyana | Brandfort | 891 | Majwemas weu | 2621 | 309 | 8,80% |
| | | Theuniss en | 519 | Masilo | 6438 | 289 | 4,15% |
| | | Verkeerd evlei | 45 | Tshepong | 589 | 0 | 0,00% |
| | | Winburg | 423 | Makeleketl e | 3589 | 97 | 2,42% |

Total 695

| DISTRICT | MUNICIPALIT Y | TOWN | NUMBER OF HH WALKED | LOCATION | NUMBER OF HH WALKED | NO OF ASBESTO S | ASBESTOS PERCENTAG |
|-------------|------------------|------------------|--|------------------|---------------------------|-----------------------|-----------------------|
| Lejweleputs | | | The state of the s | | WALLED | 3 | NE. |
| wa | Matjhabeng | Allanridge | 848 | Nyakailong | 4006 | 50 | 1,03% |
| | | Welkom | 19000 | Hani Park | 3396 | 17 | 0,08% |
| | | | | Thabong | 39710 | 2460 | 6,19% |
| | | | | Riebeeckst ad | 3772 | 0 | 0,00% |
| | | Odendaal srus | 3099 | Kutloanong | 15621 | 826 | 4,41% |
| | | Hennenm an | 1281 | Phomolong | 5944 | 0 | 0.00% |
| | | Virginia | 6708 | Meloding | 13683 | 398 | 1,95% |
| | | Ventersb urg | 368 | Mmamahab ane | 2311 | 29 | 1,08% |
| | | | | Tswelangp ele | 727 | 14 | 1,93% |

Total 3794

| DISTRICT | MUNICIPALIT | TOWN | OF HH WALKED | LOCATION | NUMBER OF HH WALKED | NO OF ASBESTO S | ASBESTOS PERCENTAG |
|-------------------|-------------|----------------|-----------------|-----------|---------------------------|-----------------------|-----------------------|
| Lejweleputs wa | Nala | Bothaville | 1372 | Kgotsong | 10692 | 1169 | 9,69% |
| | | Wesselbr on | 457 | Monyakeng | 6624 | 7 | 0,10% |
| | | | | 1 2 3 | | | 0,1076 |





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| DISTRICT | MUNICIPAL ITY | TOWN | NUMBER OF HH WALKED | LOCATION | NUMBER OF | NO OF ASBESTO | ASBESTOS PERCENTAG |
|-------------|------------------|-------------------------------|--|--------------------|-----------|------------------|-----------------------|
| Lejweleputs | | | and the same of th | LOUATION | HH WALKED | S | E |
| wa | Tokologo | Boshof | 992 | Seretse | 1332 | 100 | |
| | | Dealesvill e Hertzogvil | 320 | Tshwarakg anang | 1002 | 100 | 4,30% |
| | | | | | 1309 | 470 | |
| | | | 347 | Malebogo | 1003 | 178 | 10,93% |
| | | le e | | | 2205 | 15 | 0,59% |

Total

293

| DISTRICT | MUNICIPAL | TOWN | OF HH WALKED | LOCATION | NUMBER OF | NO OF ASBESTO | ASBESTOS PERCENTAG |
|-------------------|----------------|-----------------|-----------------|----------|-----------|------------------|-----------------------|
| Lejweleputs wa | Tswelopel e | Bultfontei n | | Phahamen | HH WALKED | | E helin, Elmin |
| | | Hoopstad | 405 | 9 | | 467 | 8,05% |
| | | · icopstati | 400 | Tikwana | 3459 | 25 | 0,65% |

15,3

Total

492

| MANGAUNG METRO | V |
|----------------|---|
| MUNICIPALITY | |

TOTAL NO. OF **ASBESTOS**

11423

| DISTRIC | MUNICIPALITY | TOWN | NUMBER OF HH | LOCATION | NUMBER OF HH WALKED | HODEOTO | |
|---------|-------------------|------------------|-----------------|---------------|------------------------|---------|--------|
| Motheo | Mangaung Metro | Bloemfo ntein | 81286 | Mangaung | 68595 | 4780 | 3,19% |
| | | Mangau ng | | Thabanchu | 21792 | 113 | 0,08% |
| | | | | Motlala | 326 | 874 | 0,58% |
| | | | | Rooifontein | 296 | 0 | 0,00% |
| | | | | botshabelo a | 2642 | 211 | 64,72% |
| | | | | botshabelo b | 930 | 71 | 23,99% |
| | | | | botshabelo c | 3307 | 412 | 15,59% |
| | | | | botshabelo d | 2240 | 122 | 13,12% |
| | | | | botshabelo e | 2278 | 351 | 10,61% |
| | | | | botshabelo f | 6942 | 439 | 19,60% |
| | | | | botshabelo g | 1715 | 120 | 5,27% |
| | | | | botshabelo j | 3296 | 380 | 5,47% |
| | | | | botshabelo k | 4031 | 1243 | 72,48% |
| | | | | botshabelo I | 2582 | 164 | 4,98% |
| | | | | botshabelo m | 2707 | 80 | 1,98% |
| | | | | botshabelo n | 2553 | 357 | 13,83% |
| | | | | botshabelo r | 6 | 0 | 0,00% |
| | | | | botshabelo s | 1267 | 390 | 15,28% |
| | | | | botshabelo sp | 3588 | - 1940 | 0,00% |
| | | | | botshabelo t | 2449 | 195 | 15,39% |
| | | | | botshabelo u | 3577 | 640 | 17,84% |
| | | | | botshabelo v | 1411 | 4 | 0,16% |
| | | | F | botshabelo w | | | U. 10% |

Total

11423









15.4

| XHARIEP DISTRICT MUNICIPALITY | TOTAL NO. OF ASBESTOS | 1026 |
|----------------------------------|-----------------------|------|
|----------------------------------|-----------------------|------|

| DISTRIC T | MUNICIPALI TY | TOWN | NUMBER OF HH | LOCATION | NUMBER OF HH WALKED | NO OF ASBESTO | ASBESTOS PERCENTA |
|--------------|------------------|-------------------|--------------|---------------------|---------------------------|------------------|----------------------|
| XHARI | | | | LOCATION | WENCED | S | GE |
| EP | Kopanong | Bethulie | 676 | Lephoi | 1276 | 76 | 0.0004 |
| | | Fauresmit | | | 1270 | 70 | 3,89% |
| | | h | 232 | Ipopeng | 744 | 239 | 24,49% |
| | | Edenburg | 427 | Ha-Rasebei | 1554 | 205 | |
| | | Jagersfont | | | 1004 | 203 | 10,35% |
| | | ein | 590 | itumeleng | 1346 | 422 | 21,80% |
| | | Philippolis | 298 | Poding-Tse- Rolo | 849 | 132 | |
| | | Reddersb urg | 205 | Matoporong | 1269 | 156 | 10,58% |
| | | Springfont ein | 370 | Maphodi | 810 | 259 | 21,95% |
| | | | | Williamsville | | 56 | |
| | | Trompsbu | | | | 00 | 4,75% |
| | | rg | 523 | Madikgetla | 1092 | 262 | 16,22% |

Total 1807

| DISTRIC T | MUNICIPALI TY | TOWN | NUMBER OF HH | LOCATION | NUMBER OF HH WALKED | NO OF ASBESTO | ASBESTOS PERCENTA |
|--------------|------------------|-------------------|--------------|--------------------------------|---------------------------|------------------|----------------------|
| XHARI EP | Letsemeng | Jacobsdal | 1003 | Ratanang | 1112 | 211 | GE |
| | | Koffiefont ein | 499 | DitIhake | 2359 | 66 | 9,98% |
| | | | | Rooibult/ Diamanthoog te | 345 | 90 | 2,31% |
| | | Luckhoff | 243 | Relebohile | 311 | 1 | 20,03% |
| 1 | | | 1990 | Teisesville | 453 | 8 | 3,29% |
| 1 | | | A TOO | Oppermans | 230 | | 0,2076 |
| | | Petrusbur g | 302 | Bolokanang | 2337 | 123 | 4.66% |

MYO STATE





Free State: Asbestor Eradication Audit-Final Report





| DISTRIC | MUNICIPALIT Y | TOWN | NUMBER OF | LOCATION | NUMBER OF HH WALKED | NO OF ASBESTO S | ASBESTOS PERCENTAG E |
|-------------|------------------|------------|-----------|-------------------|---------------------------|-----------------------|----------------------------|
| XHARIE P | Mohokare | Rouxville | 382 | Roleleathu nya | 1706 | 84 | 4,02% |
| | | | | Uitkoms | | 22 | |
| | | Smithfield | 435 | Mofulatshe pe | 1200 | 128 | 7,83% |
| | | Zastron | 748 | Matlakeng | 3901 | 331 | 7,12% |

Total 565

| DISTRIC T | MUNICIPALIT Y | TOWN | NUMBER OF | LOCATION | NUMBER OF HH WALKED | NO OF ASBESTO S | ASBESTOS PERCENTAG E |
|--------------|------------------|----------------|-----------|------------|---------------------------|-----------------------|----------------------------|
| XHARIE P | Naledi | Dewetsdor p | 330 | morojaneng | 2560 | 93 | 3,22% |
| | | Wepener | 447 | Qibing | 2678 | 310 | 9,92% |
| | | Vanstaden srus | 267 | Thapelang | 305 | 0 | 0,00% |

Total 403

15.5

| FEZILE DABI DISTRICT MUNICIPALITY | TOTAL NO. OF ASBESTOS | 3329 |
|-----------------------------------|-----------------------|------|
|-----------------------------------|-----------------------|------|

| DISTRICT | MUNICIPALI TY | TOWN | NUMBER OF | LOCATION | NUMBER OF | NO OF ASBEST OS | ASBESTOS PERCENTA GE |
|----------------|------------------|-----------|-----------|-------------------|-----------|-----------------------|----------------------------|
| FEZILE DABI | Mafube | Cornelia | 389 | Ntswanatsa tsi | 496 | 0 | 0,00% |
| ~~ | | Frankfort | 1753 | Namahadi | 5975 | 169 | 2,19% |
| | | Tweeling | 192 | Mafahleng | 1395 | 0 | 0,00% |
| | | Villiers | 483 | Qalabotja | 4348 | 397 | 8,22% |

Total 566

| DISTRICT | MUNICIPALI TY | TOWN | NUMBER OF | LOCATION | NUMBER OF | NO OF ASBEST OS | ASBESTOS PERCENTA GE |
|----------------|------------------|-----------------|-----------|------------------|-----------|-----------------------|----------------------------|
| FEZILE DABI | Metsimahol o | Deneysvil le | 671 | Refengkgot so | 4883 | 386 | 6,95% |
| | | Oranjevill e | 149 | Metsimahol o | 1405 | 12 | 0,77% |
| | | Sasolbur g | 10508 | Zamdela | 25067 | 1045 | 2,94% |

Total 1443









| DISTRICT | MUNICIPALI TY | TOWN | NUMBER OF | LOCATION | NUMBER OF HH | NO OF ASBEST OS | ASBESTOS PERCENTAGE |
|----------------|------------------|-------------------|-----------|--------------------|-----------------|-----------------------|------------------------|
| FEZILE DABI | Moqhaka | Kroonstaa d | 7315 | Maokeng | 22316 | 782 | 2,64% |
| | | Steynsrus | 227 | Matlwangtlw ang | | 0 | 0,00% |
| | | Viljoenskr oon | 697 | Rammulotsi | 7598 | 124 | 1,49% |

| | 2000 | | 200 | ******* | 970000 0-1 00 |
|--|------|--|-----|---------|--------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| DISTRICT | MUNICIPALI | TOWN | NUMBER OF | LOCATION | NUMBER OF HH | NO OF ASBEST OS | ASBESTOS PERCENTAGE |
|-------------------------|------------|-----------|-----------|-------------------|-----------------|-----------------------|------------------------|
| F E ZILE DABI | Ngwathe | Parys | 3256 | Tumahole | 11667 | 73 | 0,49% |
| | | | | Schonkenvil le | 11007 | 30 | 0,20% |
| | | Vredefort | 561 | Mokwallo | 3664 | 102 | 2,41% |
| | | Koppies | 326 | Kwakwatsi | 3635 | | 0,00% |
| | | Edenville | 174 | Ngwathe | 1641 | - AT - A | 0,00% |
| | | Heilbron | 1667 | Phiritona | 5047 | | 0,00% |
| | 1 1 | | | Sanderville | 5647 | 209 | 2,86% |
| | | | | | Total | 414 | |

16. NEW ROOF DESIGN

The new roof design is in accordance with the National Building Regulation, NHBRC Home Building Manual and SANS 10400XA to replace the existing asbestos roof sheets. The loading design is designed to SANS10160

16.1 Roof Options

The options offered for the roof design include the following;

- a) Concrete Roof Tiles on the timber rafters with ceiling,
- b) IBR roof Sheets coated with Chromadeck on timber rafters with Ceiling
- c) Concrete roof tiles on steel section beams with aluminum foil for insulation
- d) IBR Roof Sheets as galvernised on steel section beams with aluminum foil and insulation.

See typical drawings as attached as Annexure for your easy reference.

All existing roof pitch of less than 17,5° will have to be adjusted to 17,5° (Minimum slope)







16.2. Re-Roofing Methodology

The process to remove old roofs and install new roofs involves the following:

- a) Temporary relocation of household furniture and home owners
- b) Specialist Sub-Contractor to remove the asbestos roof sheets and dump in an approved landfill area.
- c) Repairing of gable walls to fit new roof rafters
- d) Installation of rafters
- e) Installation of new roof cover (concrete tiles or IBR Sheets)

17. COST ESTIMATES

The Cost of replacing the Asbestos roof is calculated as follows;

Option 1 (Concrete Tile Roof)

COST OF REPLACING THE EXISTING ASBESTOS ROOFED HOUSE WITH A CONCRETE TILE

MID

| ITEM 1 | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|-----------|------------------------------|------|--------|--------------|--------------------|
| | Demolish existing building | | 3 | 0.00 | ANNOGIN |
| 1 | and dispose rubble | each | 5 445 | R 11 000,00 | R 59 895 000,00 |
| | Construct a New House as | | | | 28 |
| 2 | complete | each | 5 445 | R 126 000,00 | R 686 070 000,00 |
| | Handle Asbestos, Strip and | | | | |
| 3 | Dispose | each | 36 303 | R 39 312,00 | R 1 427 143 536,00 |
| | Uninstall and Install Geyser | 100 | | | |
| 4 | complete with electrical | each | 10 000 | R 4 000,00 | R 40 000 000,00 |
| | Repair and Renovate | 8 | 100 | | |
| 5 | Existing House | each | 30 858 | R 46 169,00 | R 1 424 683 002,00 |

| Sub total | R 3 637 791 538,00 | excl vat |
|------------------|--------------------|----------|
| 5% Contingencies | R 181 889 576,90 | - |
| 8% escalation | | |
| (per annual) | R 30 557 448,92 | = |

| Sub Total | R 3 850 238 563,82 | evel vat |
|--|---------------------|----------|
| Contract of the Contract of th | 11 3 030 230 303,02 | CVCI AGE |







Option 2 (IBR Sheet Roof)

COST OF REPLACING THE EXISTING ASBESTOS ROOFED HOUSE WITH IBR

| ITEM 1 | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|-----------|---|------|--------|--------------|--------------------|
| 1 | Demolish existing building and dispose rubble | each | 5 445 | R 11 000,00 | R 59 895 000,00 |
| 2 | Construct a New House as complete | each | 5 445 | R 126 000,00 | R 686 070 000,00 |
| 3 | Handle Asbestos, Strip and Dispose | each | 36 303 | R 39 312,00 | R 1 427 143 536,00 |
| 4 | Uninstall and Install Geyser complete with electrical | each | 10 000 | R 4 000,00 | R 40 000 000,00 |
| 5 | Repair and Renovate Existing House | each | 30 858 | R 43 650,93 | R 1 346 980 397,94 |

| Sub total | R 3 560 088 933,94 | excl vat |
|------------------|--------------------|----------|
| 5% Contingencies | R 178 004 446,70 | _ |
| 8% escalation | | - |
| (per year) | R 29 904 747,05 | |

| Sub Total | R 3 767 998 127,68 | evel vot |
|--------------------|---------------------|----------|
| CONTROL OF NAME OF | 11 0 707 330 127,00 | CACI VAL |

18. BUDGET ALLOCATIONS PER DISTRICT MUNICIPALITY.

VALUE OF THE WORKS AND BUDGET SPLIT PER DISTRICT MUNICIPALITY.

| Description | Value of The Works (excl vat and Excl proffessioanl Fees) | |
|-------------|---|--|
| Tile Roof | R 3 850 238 563,82 | |
| IBR Sheet | R3 767 998 127,68 | |









19. CHALLENGES

The following are the challenges that were encountered on the project;

- Delayed correspondence from 50% of the Political leadership regarding the submission of Field workers following a formal request. The knock on effect resulted in 50% of the Field workers and area of works being allocate in mid January 2015.
- Fieldworker that did not meet the minimum requirements. The knock on effect resulted in delayed production.
- Field workers delaying to pitch up for training and prolonged absence from work without valid reasons.

20. RECOMMENDATIONS

We recommend the following.

- We were unable to find any registered landfill licenced to dispose rubble containing Asbesto
 within the Free State Province. The nearest land fill site in Gauteng (Rooderpoort). The
 employer can explore other options of having a new landfill site licensed to dispose Asbestos
 in the following areas;
- Bethlehem to Service Thabo Mofutsanyane District Municipality
- Welkom to Service Lejweleputswa District Municipality
- Zastron to Service Xhariep District Municipality
- Botshabelo to Service Mangaung Metropolitan Municipality
- Hielbron to Service Fezile Dabi District Municipality

Given the circumstances, it will be ideal to start implementation in Fezile Dabi District which is nearer to Gauteng.

- 2. The implementation can be rolled out over a period of four financial years subject to the availability of funding from the Department.
- 3. Government to ensure that the handling of Asbestos be done in line with the Municipal by laws and Environmental laws governing the disposal there of. The following are some of the professional services that will be required during implementation of which the cost there of, has been excluded from the calculated and estimated budget indicated above.









- · Project Manager
- · Environmental Specialist
- Electrical Engineer
- Civil Engineer
- · Health and Safety Specialist

- Architect
- Structural Engineer
- Contractors
- Social Facilitator.
- 4. We advice the Department to fast track implementation process, as some of the home owners have started to remove the asbestos on their own without proper knowledge of the harmful effects and the risk that comes with the nature of the work.
- 5. The project has been welcome with open hands by members of the community and they are eager to know when will implementation be rolled out.



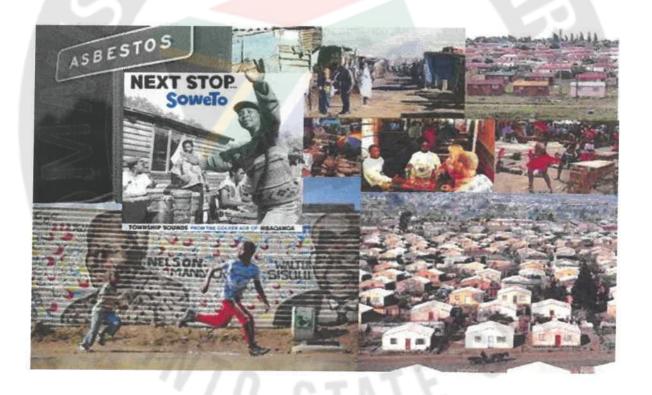




TRAINING MANUAL

TRAINING MANUAL

ERADICATION OF ASBESTOS ROOFS IN HOUSES IN FREE STATE PROVINCE



ASBESTOS ROOF ASSESSMENT FORM





MUNICIPALITY:_





2. TYPICAL ENHANCED STRUCTURAL ASSESSMENT FORM



FREE STATE DEPARTMENT OF HUMAN SETTLEMENT

| 1 | Erf No: | TRUCTURAL ASSESSMENT (Mobile device Questionnaire) |
|---|--|--|
| 2 | Town/district | |
| 3 | a)Asbestos Take photo for both options (Y/N) | Yes No Replace to the proofing subject to the proofin |
| | b) Type | Pitch Pitch |





Flat



Barrel



4 Roof rafters

3 Photos to be taken:





• Side view of house









• Under the over hang





| 5 | Ceiling | Yes | 3 | |
|---|----------------|----------------|------------|---|
| | | No acc | E ~@ | |
| 6 | External walls | Brick Block | Take photo | , |

MTO STATE



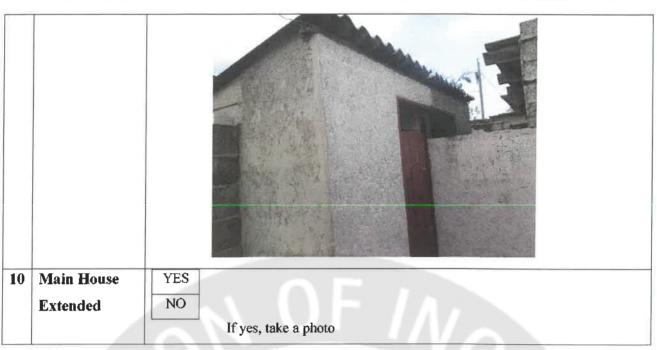




| | | Plaster | |
|---|---|---|--|
| 7 | Cracks | Yes If YES Take a couple of photos for each crack | |
| | Note 1. | No type observes | |
| 9 | Outside Toilet | YES | |
| | / other structures with Asbestos roofs | NO | |







Note 1:

The engineer will make the final decision of the bearing of the walls. The only other factor, other than all the above photos is the cracks on the outer walls which is covered in point 7

3. BENEFITS OF FREQUENT "SYNCHRONISATION"

Synchronisation is divided into 2 primary actions:

- Sending your captures (post)
- Downloading updates / work orders (receiving latest updates)

Both actions must be performed frequently.

The benefits of synchronising your captures on a regular basis (frequently) are as follows:

- The more frequent you synchronise, the less time it takes
- # It will prevent duplications, as the system is continually being updated
- Enable better project management, as the data is always updated.

The Team Leader must ensure that the whole team synchronises in the morning in their ward at the start point as well as at the end of the day before leaving the ward to go home.







Enquiries: J Matlakala Director Supply Chain Human Settlements Free State Tel: 051 405 5391 Your Ref: IPW - 001 Our Ref: PRT-IPW 001- 004/FS john@fshs.gov.za / john.tlaks@gmail.com

The Chief Executive Officer Blackhead Consulting (Pty) Ltd JV P.O Box 1740 Ruimsig 1732

Attention: Mr Edwin Sodi

RE: Instruction to Perform Work (IPW - 001) Phase 1 - Audit and Assessment of Asbestos of **Housing Units**

This IPW - 001 serves to instruct you to audit all Pre-1994 Government Issued Housing Units as

- Audit, Assess and GPS all pre-1994 government housing units in the Province at a rate of follows: R 850-00 vat exclusive per unit up to a maximum of 300 000 units (R255 000 000-00 vat 1. exclusive, hereinafter to be referred to as the total project cost) will be payable for all audited units and it should be noted that all asbestos units are expected to be audited in the Province.
- The commencement period for the appointment will be effective from 01 December 2014 2. to 31 March 2015 or earlier.
- You are expected to submit a completion report within 2 weeks from the date of completion of 3. the project.
- 40% of the 50% of the total project cost (R51 000 000-00 vat exclusive) is payable on commencement (01 December 2014) subject to submission of a valid tax invoice and valid tax 4. clearance certificate.
- 60% of the 50% of the total project cost (R76 500 000-00 vat exclusive) cost will be payable as 5. progress certificate no.2 on or before the 01 March 2015.





- 40% of the 50% of the total project cost (R51 000 000-00 vat exclusive) will be payable as 6. progress certificate no.3 on or before the 01 May 2015
- 60% of the 50% of the total project cost (R76 500 000-00 vat exclusive) will be payable as progress certificate no.4 subject to submission of the final project report on or before the 01 7... June 2015.
- A minimum liability insurance of R1 000 000-00 is required. 8.

I hope you will find the above in order of your respective purposes.

Regards

N Mokhesi

Head of Department

Date: 2/2/14

MIN



SERVICE LEVEL AGREEMENT

entered into between:

DEPARTMENT OF HUMAN SETTLEMENTS

herein represented by NTHIMOTSE MOKHESI in his capacity as Head of Department

("the DEPARTMENT")

And

BLACKHEAD CONSULTING (PTY) LTD JOINT-VENTURE

herein represented by EDWIN SODI in his capacity as the Chief Executive Officer ("the SERVICE PROVIDER")

| | INITIAL ONLY: |
|--------------------------------------|---------------|
| DEPARTMENT: | Witness: (2) |
| SERVICE PROVIDER: 4. 5. Witness: (1) | Witness: (2) |

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 The following terms, unless the context indicates otherwise, shall have the meanings assigned to them hereunder and similar expressions shall have corresponding meanings, namely:
 - "Agreement" the agreement signed by the Parties of which the Annexures referred to herein forms part;
 - "DEPARTMENT" means the Department HUMAN SETTLEMENTS FREE STATE;
 - "SERVICE PROVIDER" means BLACKHEAD CONSULTING (Pty) Ltd and DIAMOND HILL TRADING 71 (Pty) Ltd Joint-Venture;
 - "Parties" means the DEPARTMENT and SERVICE PROVIDER;
 - "Payment of services" means payment of services in terms of the attached costs breakdown; and
 - "Project" means appointment of the SERVICE PROVIDER to assess/audit houses roofed using asbestos material, handling and disposal of asbestos sheets to an approved, designated disposal site.
 - 1.2 The headings in this document are used for ease of reference only and will have no bearing on the interpretation of the terms of this Agreement.
 - 1.3 The words importing -
 - (a) any one gender includes the other two genders;
 - (b) the singular include the plural and vice versa; and
 - (c) natural persons include created entities (corporate or non-incorporate) and vice versa.

2. Working relationship

The DEPARTMENT appoints the SERVICE PROVIDER to assess/audit houses roofed using asbestos material, handling and disposal of asbestos sheets to an

| 4.3 | | | INITIAL ONLY |
|-------------|--------------|--------------|-------------------|
| TOARTMENT 1 | Witness: (1) | Witness: (2) | |
| DEPARTMENT: | Winness: (1) | Wimess: (2) | ***************** |



approved, designated disposal site.

3. Duration

The Agreement commences on the last party signing and terminates on 31 August 2017.

4. Responsibilities of Parties

4.1 The SERVICE PROVIDER shall -

- 4.1.1 execute the project in line with this Agreement, the approved Instruction to Perform Work and the applicable legislations and regulations.
- 4.1.2 on becoming aware of any matter which shall materially change or has changed the scope, cost or timing of the services or the works, the SERVICE PROVIDER shall give notice to the DEPARTMENT.
- 4.1.3 not undertake any work without the necessary Instruction to Perform Work signed by the Head of Department or the delegated official.
- 4.1.4 provide the DEPARTMENT with the costs breakdown of the services connected with the project.

4.2 The SERVICE PROVIDER undertakes that:

- 4.2.1 they have the capacity to and are able to enter into this Agreement;
- 4.2.2 they have all the necessary experience skill and capability to render the service in accordance with the requirements and expectations of the DEPARTMENT; and
- 4.2.3 they are not restricted or prohibited by any other agreement, arrangements or understandings whether written or oral, with any third party from entering into this Agreement with the DEPARTMENT.

4.3 The DEPARTMENT shall -

4.3.1 pay for the services of the SERVICE PROVIDER in accordance with the costs breakdown as agreed and the approved Instruction to Perform Work; and/or upon signing of the appointment letter.

| and or appearance | | | | | INITIAL ONLY |
|--|----|----------|---------|--------------|-----------------------------|
| The second secon | N) | Wîtness: | (1) | Witness: (2) | |
| DEPARTMENT: | /E | Wimess: | (1) (1) | Witness: (2) | 4,05944.440.440.540.540.540 |

- 4.3.3 transfer payment to the SERVICE PROVIDER within 30 (thirty) days of receipt of the certified invoice from the SERVICE PROVIDER.
- 4.3.4 the SERVICE PROVIDER's invoices submitted throughout the term of this Agreement shall not exceed the amount indicated in the contracted and budgeted costs.
- 4.3.5 all invoices for the SERVICE PROVIDER's services may be submitted to the Department by the SERVICE PROVIDER upon approval by the Department of the completion of each Instruction to Perform Work.
- 4.3.6 the SERVICE PROVIDER's invoice shall be submitted together with a report by the SERVICE PROVIDER, clearly evidencing the service rendered as per the approved Instruction to Perform Work, which invoice and report shall be to the satisfaction of the Department.
- 4.3.7 the Department shall be entitled to verify the amount claimed in the invoice or appoint an independent expert to verify the amount.
- 4.3.8 if the Department disputes, in good faith, any amounts, or the calculation, composition or supporting information evidencing any amount set out in an invoice or if the Department disputes in good faith the specific service rendered, the Department shall be entitled to withhold payment of the amount so disputed.
- 4.3.9 the parties shall liaise and use reasonable endeavors to agree on the disputed amount. Where the disputed amount is not agreed within ten (10) business days either party may refer the matter for resolution in terms of paragraph 7 hereunder.
- 4.3.10 all amount payable in terms of this Agreement shall be inclusive of VAT (Value Added Tax).
- 4.3.11 the Department shall at all reasonable times and with prior written notice have access to (including the right to reproduce) all records and documentation required by the SERVICE PROVIDER to be kept in relation to the services for the purpose of auditing, quality control and monitoring of the services by the Department.

| ′ ′ ′ ′\ | INITIAL ONLY: |
|--|---------------------------|
| AND PROPERTY OF THE PARTY OF TH | Witness: (1) Witness: (2) |
| DEPARTMENT | Wigness: (2) |
| SERVICE PROVIDER: | Witness. (1) |



4.3.12 the Department may carry out such monitoring and/or audit of the quality of services as it may from time to time require, which monitoring may include the conducting of audits, spot checks, quality assessments, third party monitoring and independent reviewing and auditing of the SERVICE PROVIDER provision of the services as well as periodic performance meetings with the SERVICE PROVIDER to discuss, review and assess performance and identify trends, problem areas and remedying actions to be taken by the SERVICE PROVIDER.

5. Default and termination

- 5.1 The Parties shall be deemed to have committed an act of default in terms of this Agreement if any Party -
 - fails or is likely to fail in the due performance of its obligations in terms of this Agreement; and/or
 - (b) is placed under judicial management, liquidation, sequestration (whether provisional or final); and/or
 - (c) fails to comply with any other provision of this Agreement.
- 5.2 In the event of either Party being deemed to have committed an act of default, the other Party may give written notice, calling upon the defaulting party within a period of 5 (five days) after the date of such notice, to rectify the deemed act of default.
- 5.3 Failure to comply with the terms of the notice referred to in clause 5.2 shall entitle the Party to terminate the Agreement forthwith without prejudice to any other right or remedy it may have in law.
- 5.4 Should funds no longer be available to pay for the execution of the responsibilities of the DEPARTMENT, the DEPARTMENT may terminate this Agreement in its own discretion or temporarily suspend all or part of the services by notice to SERVICE PROVIDER who shall immediately make arrangements to stop the performance of the services within reasonable time and minimize further expenditure: Provided that SERVICE PROVIDER shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation.

6. Indemnification

SERVICE PROVIDER accepts full responsibility for the project and indemnifies the DEPARTMENT against any claim from any person, whether as a result of loss or injury which occurred as a result of or in connection with the project.

| | | | | INITIAL ONLY: |
|-------------|--------------|--------------|--------------|-----------------|
| DEPARTMENT: | Witness: (1) | | Witness: (2) | *********** |
| DEPARTMENT: | Witness: (1) | <u>, (4)</u> | Witness: (2) | *************** |



7. Disputes

If any dispute or difference of any kind whatsoever arises between the Parties in connection with or arising out of the Agreement, any Party may approach the Court to settle such dispute or difference.

8. Jurisdiction

This Agreement shall be construed according to the laws of the Republic of South Africa. The Free State High Court shall be the competent court with regards to this Agreement.

9. Cession/assignment

The Parties may not cede or assign this Agreement or any of the rights it has in terms of this Agreement to any other person without prior approval of the other Party.

10. Confidential and Disclosure

- 10.1 The SERVICE PROVIDER acknowledges that all information imparted to it by the DEPARTMETN is of a confidential nature and is made known to the SERVICE PROVIDER only for purposes of providing services to the DEPARTMENT.
- 10.2 The SERVICE PROVIDER undertakes to maintain the confidentiality of all information (including the provisions of this Agreement) imparted to it by the DEPARTMENT and not to disclose any such information to any third party for whatever reason without the prior written consent of the DEPARTMENT.

11. Intellectual Property rights

- 11.1 The ownership of the intellectual property rights in this Agreement shall be owned by the DEPARTMENT on payment of the SERVICE PROVIDER's fees, due, owing and payable for such service or product.
- All pre-existing intellectual property rights, including materials provided by the parties, shall continue to be owned by the party to whom title to such property originally vested prior to this Agreement.

| | | INITIAL ONLY |
|-------------------|--------------|----------------|
| N N | Witness: (1) | ************** |
| SERVICE PROVIDER: | Witness: (1) | |



- 11.3 The SERVICE PROVIDER may not use the intellectual property rights in paragraph 8.1 above without the consent of the DEPARTMENT, which consent may not be unreasonably withheld.
- 12. Domicilia and notices
- 12.1 The Parties choose as their domicilium citandi et executandi as set out hereunder:

DEPARTMENT:

Room 749, 7th floor c/o Markgraaff & St. Andrew Streets BLOEMFONTEIN 9301

Tel. No: (051) 405 4727 Fax. No: (051) 403 3699 Email: hodhs@fshs.gov.za

SERVICE PROVIDER :

Unit 9, Willowbrook Office Park, Van Der Kloof Street Ruimsig, 1732

Tel. No: (011) 958 2248 Fax No: 011 958 0065

Email: igo@diamond-hill.co.za edwinsodi@blackhead.co.za

- 12.2 Parties undertake to notify each other, in writing, of any change of its domicilium or any other address.
- Any notice and any communication or payment made by one party to the other ("the addressee") shall be deemed to have been properly given, in the absence of proof to the contrary -
 - (a) if delivered by hand, on the date of delivery;
 - (b) if sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted;

| | | INTUAL CINE |
|------------------|----------------|--------------|
| DEPARTMENT: | . Witness: (1) | Witness: (2) |
| SERVICE PROVIDER | Witness: (1) | Witness: (2) |



if sent to the addressee at its telefax number, on the date of transmission where it is transmitted during normal business hours of the receiving instrument, and on the next business day where it is transmitted outside those business hours, in either event provided that it has been confirmed by registered letter posted no later than the business day immediately following the date of transmission.

13. Entire agreement and variations

- 13.1 This Agreement constitutes the whole Agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.
- 13.2 No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.
- 13.3 Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.
- 13.4 No relaxation or indulgence which either Party may grant to the other Party shall constitute a waiver of rights of such Party and shall not preclude such Party from exercising any of its rights which might have arisen in the past or which might arise in the future.

| SIGNED at on this |
|--|
| in the presence of the undersigned witnesses |
| (Signature of DEPARTMENT) |
| Witnesses: |
| 1 |
| (Signatures of witnesses) |
| INITIAL ONLY: |
| DEPARTMENT: Witness: (1) |
| SERVICE PROVIDER: Witness: (1) |

| SIGNED aton this |
|--|
| SIGNED at |
| in the presence of the underlighed witnesses |
| in the presence of the underligned witnesses |
| (Signature of SERVICE PROVIDER) |
| Witnesses: 1. (Signatures of witnesses) |
| |
| INITIAL ONLY: Witness: (1) |
| DEPARTMENT: |
| SERVICE PROVIDER: Witness: (1) Witness: (2) |





Enquiries: J Matlakala Director Supply Chain Human Settlements Free State Tel: 051 405 5391 Your Ref: VA 49/430/1 Our Ref: PRT 003/FS

The Chief Executive Officer
Blackhead Consulting (Pty) Ltd JV
P.O Box 1740
Ruimsig
1732

Attention: Mr Edwin Sodi

RE: Appointment as a Professional Resource Team (PRT) for Eradication of Asbestos in the Free State

After due consultation with the Department of Human Settlements – Gauteng Province and concurrent approval by Free State Provincial Treasury it is with great pleasure to announce that you have been duly appointed to as a Professional Resource Team to assist the Free State Department of Human Settlements in Eradicating Asbestos in the Free State Province.

The Department wishes to advise that your company has been exclusively appointed for the audit and assessment of asbestos, handling of hazardous material, removal and disposal of asbestos-contaminated rubble and replacement with SABS approved materials in the Free State Province.

You will be expected to sign a Service Level Agreement (SLA) with the Head of Department or his duly designated official. The contract will stipulate among others, the duration of the contract, payment arrangement and other general conditions. You will be issued with an instruction to perform work (IPW) based on an approved project milestones for each phase to be completed.

I hope you will find the above in order of your respective purposes.

Regards

/N Mokhesi

Head of Department

Date: 1/10/14

1

This desired is the second



AUDIT, HANDLING OF HAZARDOUS MATERIAL, REMOVAL AND DISPOSAL OF ASBESTOS-ROOFED HOUSES

Submitted to:

DEPARTMENT OF HUMAN SETTLEMENTS-FREE STATE **PROVINCE**



ATTENTION: Mr. Mokhesi

MAY 28, 2014

Submitted by:



Office 09 Block B Willowbrook Office Park Van Der Kloof Street Ruimsig, 1732 Tel: 011 053 6442 / 958 2248, Fax: 011 958 0065 Contact Person: Mr. Ignatius Mpambani Cell: 079 161 4943

E-mail: igo@diamond-hill.co.za





Demonsi Filled in 7

28 MAY 2014

Department of Human Settlements - Free State 7th Floor, Lebohang Building, Corner Markgraaff & St. Andrew Street, Bloemfontein, 9300

Dear Sir / Madam

REQUEST FOR APPOINTMENT ON RISK: AUDIT AND ASSESMENT, HANDLING OF HAZARDOUS MATERIAL (REMOVAL) AND DISPOSAL OF ASBESTOS-CONTAMINATED RUBBLE IN THE FREE STATE PROVINCE

We have a pleasure in submitting our request to be appointed on risk basis for the following

- Assessment / Audit of houses roofed using Asbestos material,
- Handling and disposal of Asbestos Sheets to an approved, designated disposal-site.

The scope of the work entails the physical door to door counting, safe removal and disposal of Asbestos- Contaminated Building Rubble and asbestos sheets from various townships across the Free State Province.





INTRODUCTION

The right of South African citizens to access to adequate housing is entrenched in the bill of rights in the supreme legislation of South Africa, the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996), Sections 26. The Constitution makes it incumbent upon the State to take reasonable legislative and other measures within its available resources to achieve the progressive realization of this right.

The Free State Provincial Government will task the Free State Department of Human Settlements to embark on a project to eradicate asbestos roofs from all housing units in the province.

Health implications associated with exposure to airborne asbestos fibres were first highlighted in the 1930's and specific links to certain cancers were made in South Africa in the early 1960s.

Despite these undisputable facts on health risks, products containing asbestos continued to be used in housing for non-white South Africans during the Apartheid era.

Old township houses that were built by the previous Apartheid Government have subsequently been transferred into the ownership of the inhabitants. This property transfer also meant the transfer of risks and liabilities that come with home ownership. The health risk of living in asbestos roofed houses was thus also transferred to the beneficiaries of these properties.

A very large number of such houses were transferred to indigent people who rely solely on Government Pensions, Grants and a number of other forms of Government assistance. They thus hardly have money for home insurance or money for maintenance and repairs to their properties let alone money to replace the entire roof structures to protect themselves and their families from diseases caused by exposure to asbestos fibre.

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BACKGROUND

In 2008 the Government of South Africa banned the use of asbestos and asbestos fibre in any product. This ban was a reflection of the commitment of the Government to creating better lives for the people of South Africa. As a component of this commitment the Free State Provincial Government acknowledges that a large number of township houses, hostels and flats delivered by the government of the past were foofed with asbestos roof sheets.

Many parts of the country have recently experienced effects of global warming climate change which has come with extreme weather patterns. Recent flash-flood-rains and hailstorms have left paths of destruction to residential properties mainly to the roofs and windows of such properties. Even though not only houses roofed with asbestos sheets were damaged, the exercise of verification, assessment and remedial works planning for repairs has highlighted the need to address the eradication of asbestos roofs as many such roofs were damaged in the storms.

An informal study in the Free State Province has indicated that the asbestos sheets in a large number of the old township houses have deteriorated to great extents with cracks and breakages that most likely release dust particles into the air which is the very cause of asbestos associated diseases. Regulations for the prohibition of the use, manufacturing, import and export of asbestos and asbestos containing materials formed part of the Environment Conservation Act of 1989.

Access to quality, sustainable housing is entrenched in our Constitution and Breaking New Ground Strategy and thus is an important aspect of redressing (deliberate) deficiencies of the past in our country.

NT

M







OBJECTIVE

The objective of the project is two-fold:

- Quantify the number of houses roofed with asbestos sheets, and
- Remove and dispose asbestos to an approved and accredited disposal site.

RATE PER HOUSE

Our rates are as follows:

Door to door assessment = R1350 per house Excl VAT. Removal and disposal to an approved designated site = R32 760 Excluding VAT.

Kindly note that as the project is undertaken on a Risk basis, Diamond Hill / Blackhead Consulting will identify and secure funds on behalf of the Free State Provincial Government for the above costs.





SCOPE OF WORK

All Asbestos will be removed and disposed of as laid out in the Occupational Health and Safety Act and Regulations 85 of 1993

The above unit rate includes the following:

- Submitting a Works Plan to an Approved Inspection Authority of Approval.
- Notifying the Department of Labour in writing of our intention to remove and dispose contaminated rubble Asbestos.
- Contract the services of an Approved Inspection Authority for the purpose of air monitoring.
- Supply experienced, medically fit staff and supervision for the purpose of removal.
- The supply of all safety equipment and relevant P.P.E.
- Cordon-off the area to be stripped and place relevant signage.
- Transport of the Asbestos to a registered disposal site.
- Disposal cost of the Asbestos.
- All relevant paper work pertaining to Health and Safety Legislation

TERMS

All rates exclude VAT

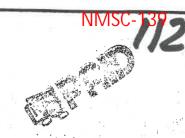
Yours faithfully,

FOWIN SODI

CEO - Blackhead Consulting



South African Revenue Service



Tax Clearance Certificate Number 0084/1/2014/0005642817

Tax Clearance Certificate - Tender

Enquiries 0800 00 7277 **Approved Date** 2014-01-28 **Expiry Date** 2015-01-28



Company Registration Number

2011/011664/07

Income Tax

VAT/Diesel Registration

PAYE Registration

UIF Registration

SDL Registration

4460223243 - BLACKHEAD CONSULTING CC

9209770156 - BLACKHEAD CONSULTING

7660782709 - BLACKHEAD CONSULTING (PTY)

U660782709 - BLACKHEAD CONSULTING (PTY)

L660782709 - BLACKHEAD CONSULTING (PTY)

Tender Number

It is hereby confirmed that, on the basis of the information at my disposal, the above-mentioned taxpayer has not contravened the provisions of Income Tax Act (1962), Value Added Tax Act (1991), Employees Tax (PAYE as contained within the IncomeTax Act 1962), Skills Development Levies Act (1999) or Unemployment Insurance Contributions Act (2002), as at date of this certificate.

This Certificate is Valid for a period of 1 (One) Year from the date of approval.

Verification of this certificate can be done at any SARS Revenue office nationwide.

Photo copies of this certificate are not valid.

SARS reserves the right to withdraw this certificate at any time should any taxes, levies or duties become due and outstanding by the above taxpayer during the one year period for which the certificate is valid.

This certificate is issued free of charge by SARS.



Subject FW: Lyco doc 2

from Moroadi Cholota cpremier@fspremier.gov.za>

Τo <igo@diamond-hill.co.za>, IGO MPAMBANI <mpambanl@yahoo.com>

Date 2015-08-12 13:10

Good Day.

This was the Initial request send to the Premier.

Regards:

Moroadi Cholota.

From: Refloe Mokoena [mailto:refloe.msiza@gmail.com] Sent: 17 July 2015 11:50 AM To: premier@fspremier.gov.za Subject: Fwd: Lyco doc 2

Dear Premier

Herewith please find the necessary documents for purposes of settling my daughter's university account.

Please note that the annual fees payable after receiving the scholarship is approximately US\$24298. The semester amount payable before 31 July 2015 is however US\$12149.00

Kindly go to the link provided in their email and use the following access code to pay namely:

Usemame: kagisonmsiza@gmail.com

Password: Kaglso96.

Please acknowledge receipt and let me know if you will also be paying for her travelling and living expenses as well.

I take this opportunity to thank you from the bottom of our hearts for your assistance. I have no doubt that my daughter will make good use of this opportunity,

Refiloe Mokoena

0814704340

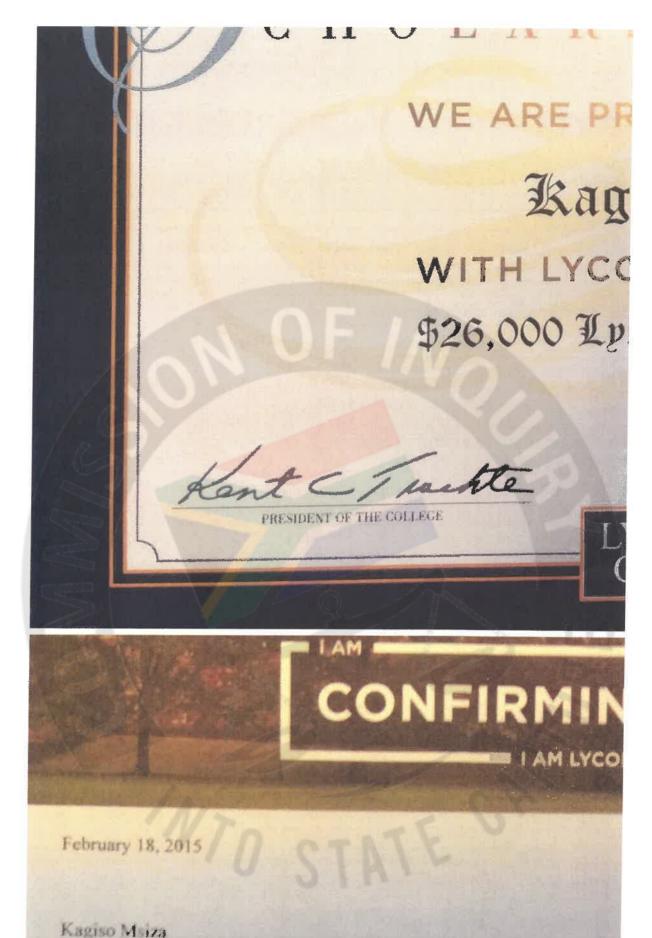
Sent from my iPad

Begin forwarded message:

From: Kagiso Msiza <<u>kagisonmsiza@gmail.com</u>> Oate: 09 July 2015 at 9:29:52 PM SAST TO: Refilee Mokoena <<u>refilee.msiza@gmail.com</u>> Subject: Lyco doc 2







8 Meyer Street Oaklands



Johannesburg, Gauteng 2192

Congratulations:

On behalf of the faculty and students at Lycoming College I am pleased to beginning with the fall 2015 term. With this letter you are invited to become 203rd class to attend Lycoming.

If you are interested in a quality, personalized educational community of action for you. Our facilities are excellent, but it's the faculty to whom students an Professors at Lycoming are scholars in their fields of study, and you'll com When you combine their teachings with our explorative liberal arts curricul learning that prepares you for real world professions and a lifetime of successions.

I believe you'd be proud to attend Lycoming College. It's an inviting and he students. Our graduates successfully pursue their dreams and include a Puli Award winner, a U.S. Congressman, the Governor of state of Puebla (Mexi Woman in the US' and several chief executives with Fortune 100 companie GlaxoKlineSmith.

Our international students are highly successful in and out the classroom. Their talents in leadership and service within the Lycoming and Williamspoyear educational journey, our students are successful as they apply for various chools. Some of international alumni are now doctors, attorneys, scientists government leaders, and business persons

If you're ready to make your decision to enroll at Lycoming you may make http://www.lycoming.edu/deposits or any time before May 1, 2015.

Sincerely,

Michael Konopski
Vice President for
Enrollment Management

LYCOMING COLLEGE

OFFICE OF ADMISSION

About your Scholarship and Other Import

We are pleased to offer you an International Student Scholarship of sawarded on the basis of the following:



• Academic ofornise

· Quality of courses taken in secondary school and/o

• Grades

• Results of SAT, ACT, TOEFL, or IELTS

The estimated cost to attend Lycoming College for 2015-16 is:

Tuition, room, board, fees, insurance \$47,000 Less Scholarship 26,000 Approximate balance \$21,000

In addition, books and supplies will cost up to \$1,200 per year. Personaround \$100 per month.

Future Tuition Increases—Your Scholarship will be renewed ann time student in good academic standing. Please note—Tuition, reincrease 3-4% per year. Because the pool of money available for amount, your scholarship will not increase while you are a stude

All Lycoming students are required to live in one of eight residence has purchase the meal plan. One of our residence halls, usually Forrest, holidays.

All International Students are required to arrive on campus Augi Student Orientation will be held from August 17:20. Orientation

We offer airport pickup on August 15th, 16th, and 17th - the three option 1.) Flight into Williamsport Regional Airport (IPT) in Pennsylvania College after landing - 5 minute drive

2.) Flight into Harrisburg International Airport (MDT) in Pennsylva

from pick up.

3.) Flight into Kennedy International Airport (JFK) - Three hour d

All international students are also required to purchase medical insul Lycoming College. As of this writing, the cost is \$1 235 per year. Du duty 8:00AM-4:30PM weekdays and a doctor is available 1-2 hours a is located one mile from the campus.

Employment- The College pays its student employees \$7.25 per ho hours per week during the school year and may earn up to 37.5 hou

IMPORTANT DATES

Fall Semester
2015 August 21—December 11



LYCOMING COLLEGE

8-May-15

Kagiso Msiza 8 Meyer Street Oaklands Johannesburg 2192 South Africa

You will be registering for your Fall 2015 classes when you arrive for orientation in August. To allow you to pay your balance by the Fall due date, the following is an estimated bill for the semester. Please keep in mind your second semester bill will not include the Student Health Insurance or New Student Orientation Fee.

Full Time Resident Student Costs

| Tuition | 17,600.00 |
|---------------------------------|--------------|
| Student Health Insurance | 1,532.00 |
| Activity fee | 85.00 |
| New Student Orientation Fee | 225.00 |
| Room Rent | 2,776.00 |
| Board | 2,666.00 |
| Laundry Fee | 40.00 |
| Technology Fee | 225.00 |
| | |
| Resident student total charges | 25,149.00 |
| | |
| Less Estimated Financial Aid: | |
| International Grant | 13,000.00 |
| Total Financial Aid | 13,000.00 |
| S | 1 10 10 00 1 |
| Total due for resident student: | 12,149.00 |

The balance is due on or before July 31, 2015. Once you have registered for classes, you will have the opti of waiving the student health insurance providing you have comparable coverage. Below is the link to waive the health insurance.

Lycoming College has partnered with peerTransfer Corporation to provide you and your family with a more convenient and efficient method of sending international payments to the school by going to the link below. If I can be of further assistance, please let me know.

Sincerely, Cindy Springman Bursar spring@lycoming.edu 570-321-4032

Student Health Insurance Walver Link

http://firststudent.com/schools/LycomingCollege.htm

Wiring Payment Link

https://www.peertransfer.com/school/lycoming/



roundcubel

Subject

RE: Payment

From

Moroadi Cholota cpremier@fspremier.gov.za>
Ignatius Mpambani <igo@diamond-hill.co.za>

To Date

2015-08-18 09:57

Good Morning.

Proof of payment received and acknowledged. Thank you very much.

Regards:

Moroadi Cholota

Personal Assistant to Premier: Office of the Premier

Private Bag X20538

BLOEMFONTEIN

9300

Tel:

+27 (0)51 405 5942

Fax:

+27 (0)51 403 3987

Fax to E Mail:

+27 (0)86 215 8310

E Mail:

premier@fspremier.gov.za

www.fs.gov.za <http://www.fs.gov.za/>

----Original Message----

From: Ignatius Mpambani [mailto:igo@diamond-hill.co.za]

Sent: 17 August 2015 07:24 PM To: Moroadi PA Premier FS Cc: Moroadi PA Premier FS

Subject: Payment

Good day,

Kindly find the proof of payment for \$4000, regards.

1/10

Ignatius Mpambani

5/20/2018

Webmail :: Requeste for payment



Subject

Requeste for payment

From

Moroadi Cholota cpremier@fspremier.gov.za>

То Сору <igo@diamond-hill.co.za>
<morakeio233@gmail.com>

Date

2015-05-06 12:34

roundaube

DOC007.pdf (~81 KB)

Good Day.

Following the discussion with Ipeleng Morake , Premier requested that you pay full amount of R $470\,000.00$ and the remaining amount of R $30\,000.00$ to one of the SRC President in Cuba.

ACC HOLDER:

S.W.C Nkate

ACC NO:

62412467806

ACCOUNT:

FNB BANK

AMOUNT:

R30 000.00

Hope the above is in order.

Regards:

Ipeleng Morake

110

NM9C-147

sducbnuor

Subject Request for Funding

From Moroadi Cholota premier@fspremier.gov.za>
To 'Ignatius Mpambani' <igo@diamond-hill.co.za>

Date 2016-01-28 13:16

Good Day,

Kindly find the below Details as discussed telephonically.

Account Name: Astra Travel

Account Number: 470179252

ABSA Bank

Cheque Account

Amount: R250 000.00 (Two Hundred and fifty thousand Rand)

Please do send the proof of payment to the above E-mail address.

Thanking you in advance.

Thank you in advance.

Warm regards:



Moroadi Cholota

Personal Assistant to Premier: Office of the Premier

Private Bag X20538

BLOEMFONTEIN

9300

Tel: +27 (0)51 405 5942

Fax: +27 (0)51 403 3987 Fax to E Mail: +27 (0)86 215 8310

E Mail: <u>premier@fspremier.gov.za</u>

www.fs.gov.za



Subject

RE: Invoice

From То

Ignatius Mpambani <igo@diamond-hill.co.za>

Date

2016-02-02 09:07



Afternoon.

Kindly note that the proof of payment is well received and appreciated.

Warm regards: Moroadi Cholota

Personal Assistant to Premier: Office of the Premier

Private Bag X20538

BLOEMFONTEIN

9300

Tel:

+27 (0)51 405 5942

Fay:

+27 (0)51 403 3987

Fax to E Mail:

+27 (0)86 215 8310

E Mail:

premier@fspremier.gov.za

www.fs.gov.za http://www.fs.gov.za/>

----Original Message----

From: Ignatius Mpambani [mailto:igo@diamond-hill.co.za]

Sent: 29 January 2016 04:55 PM

To: Moroadi Cholota Subject: Re: Invoice

Received, will send pop accordingly, regards.

Ignatius

On 29 Jan 2016, at 16:35, Moroadi Cholota cpremier@fspremier.gov.za>

wrote:

Good Afternoon.

Kindly find the attached Invoice as discussed.

Hope you will find it in order.

Regards:

Moroadi Cholota

Personal Assistant to Premier: Office of the Premier

Private Bag X20538

BLOEMFONTEIN

9300

Tel:

+27 (0)51 405 5942

Fax:

+27 (0)51 403 3987

Fax to E Mail:

+27 (0)86 215 8310

E Mail:

premier@fspremier.gov.za

www.fs.gov.za <http://www.fs.gov.za/>

5/21/2018

Webmail :: Fwd: Account numbers

ACC NO: 1570 151 688



roundeubs

Subject Fwd: Account numbers

From Ipeleng Morake <morakeio233@gmail.com>
To Ignatius Mpambani <igo@diamond-hill.co.za>

Date 2015-04-10 19:19

See below bank details. I just don't have details for Unisa. Will forward as soon as I get them

----- Forwarded message -----

From: Moroadi <moroadicholota@gmail.com>

Date: Friday, April 10, 2015 Subject: Account numbers

To: "Morakeio233@gmail.com" < Morakeio233@gmail.com >

Ausi Ipe pls find below as discussed.

CUT STANDARD BANK

Acc no: 2404 544 05 Branch no: 05-55-34

Acc type: business current acc Ref: student number or ID no

UFS/ UOFS ABSA BANK BRANCH NO: 630734

REF: 605 THEN STUDENT NUMBER

REF: STUDENT NUMBER OR ID NO.

NWU ABSA BANK

ACC NO: 4070099350

BRANCH NO: 632005

REF: STUDENT NUMBER

NWU Standard bank Acc no: 330384465 Branch: 052838 Ref: student number

Regards:

<image001.jpg>

Moroadi Cholota

Personal Assistant to Premier: Office of the Premier

Private Bag X20538

BLOEMFONTEIN

9300



Webmail :: Fwd: Account numbers



Tel:

E Mail:

+27 (0)51 405 5942

Fax:

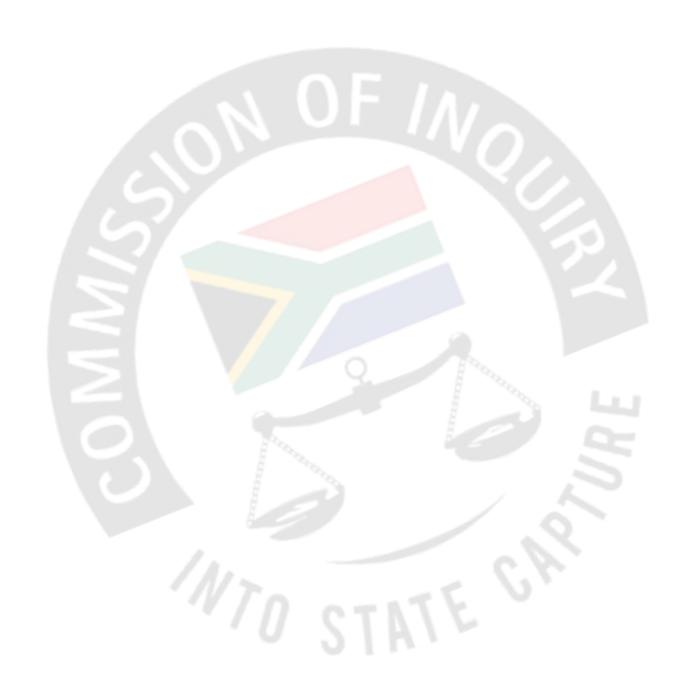
+27 (0)51 403 3987 +27 (0)86 215 8310

Fax to E Mail:

premier@fspremier.gov.za

www.fs.gov.za

<DOC007.pdf>





| Rate P/U Project Value Year 1 | | FR | FREE STATE ASBESTOSERADICATION PROJECT | VADICATION PROJE | ៦ | | | | | | |
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| | 2014-15 FINANCIAL YEAR | | 127 500 000.00 | | | 12 971 713.58 | | | | | |

Upfront Payments

4 400 000.00

| 1 000 000.00 | 200 000:00 | 0 200 000.00 | | | 5 400 000.00 | 0 | 00000000 |
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2 400 000.00 2 400 000.00 21 500 000.00 10 750 000.00 10 750 000.00 Diamond Hill Blackhead Profit

16 150 000.00

17



COMMISSION OF INQUIRY INTO STATE CAPTURE HELD AT

PARKTOWN, JOHANNESBURG

10

28 AUGUST 2019

DAY 151

MYO STATE

20

ADV PHILLIP MOKOENA SC: You refer also to Ms Cholota. Who is she and where was she working?

MR MXOLISI DUKWANA: Ms Moroadi Cholota was working in the Office of the Premier as the Premier's PA.

CHAIRPERSON: Ms Cholota is Ms Moroadi is that the correct ...?

MR MXOLISI DUKWANA: Moroadi.

CHAIRPERSON: Is that the correct pronunciation? I got it wrong.

MR MXOLISI DUKWANA: Moroadi.

CHAIRPERSON: Yes, okay. Yes and Ms Moroadi is Ms Ipeleng ...

10 MR MXOLISI DUKWANA: Morake.

<u>CHAIRPERSON</u>: Morake. Okay. They both worked in the Office of the Premier?

MR MXOLISI DUKWANA: Yes sir.

CHAIRPERSON: Okay.

ADV PHILLIP MOKOENA SC: Now you preface that transactions with paragraph 44 on page 14 of your statement. Could you please read that paragraph and we will then turn to deal with the specific annexures to that?

MR MXOLISI DUKWANA: Paragraph 44:

20 "Mr Mpambani was in constant communication with the Personal Assistant of Premier Magashule that is one Ms Moroadi Cholota referred hereto as Ms Cholota. Ms Cholota would communicate on behalf of Mr Magashule all his request or instructions with substantial financial implications

and no business entity could sustain in commercial wellbeing and for ease of reference I annexed all these annexures marked 2DM9, 10, 11 and 12 and 13 as copies of the emails between Ms Cholota to Mr Mpambani. It will be noted that in some of the emails one Ms Ipeleng Morake shall be referred to as Ms Morake from the Office of the Premier features prominently executing in behalf instructions on of Mr Magashule Ms Cholota."

ADV PHILLIP MOKOENA SC: Yes. You being annexing those documents from page 113. If you may please refer to that document. Could you please ID that document for us?

MR MXOLISI DUKWANA: This is the email the subject there is (indistinct) document 2. Is it from Moroadi Cholota in the Premier's Office and the - the email address is premier@fspremier.gov.za to igo@diamondhill.co.za. Igo Mpambani and mpambani@yahoo.com. The date is the 25th - 2015/08/12 and the time is 10 past one.

CHAIRPERSON:

10

20 <u>ADV PHILLIP MOKOENA SC</u>: So this email is sent from the office of the Premier to the service provider that you have mentioned Mr Mpambani ...

MR MXOLISI DUKWANA: Yes.

ADV PHILLIP MOKOENA SC: The one who you say - who you said was involved in the asbestos ...

MR MXOLISI DUKWANA: Yes. Yes sir.

ADV PHILLIP MOKOENA SC: Skip?

MR MXOLISI DUKWANA: Yes sir.

ADV PHILLIP MOKOENA SC: Now there is also an email at the bottom and I think that is what we have to start with in order to go to the one on top. Take us through the one on - on the bottom. It is from who to who?

MR MXOLISI DUKWANA: This one is from Refiloe Mokoena and it - it is from the address - email address maeto@refiloe.maseza@gmail.com (?) sent on 17 July 2015 to premier@fspremier.gov.za and the subject there is (indistinct) document 2 and ...

ADV PHILLIP MOKOENA SC: (Intervenes) - sorry. Yes. You want to say something.

MR MXOLISI DUKWANA: And it reads thus:

"Dear Premier, herewith please find the document for purposes of setting my daughter's university account ..."

ADV PHILLIP MOKOENA SC: Settling.

20 MR MXOLISI DUKWANA: "... of settling ..."

Yes.

10

"...my daughter's university account. Please know that the annual fees payable after receiving the scholarship is approximately US\$2 400 ..."

CHAIRPERSON: 24 000.

ADV PHILLIP MOKOENA SC: 24.

MR MXOLISI DUKWANA: "...24 298."

That is US Dollars.

10

ADV PHILLIP MOKOENA SC: Yes.

MR MXOLISI DUKWANA: "The semester amount payable before 31 July 2015 is however US\$12 149. Kindly go to the link provided in their email and use the following access code to pay namely user name is given there and the password is given. Please acknowledge receipt and let me know if you will also be paying for her travelling and living expenses as well. I take this opportunity to thank you from the bottom of our heart for your assistance. I have no doubt that my daughter will make good use of this opportunity. God Bless, Refile Mokoena."

ADV PHILLIP MOKOENA SC: Now before I pose questions could you explain the contents of this letter. What was happening?

MR MXOLISI DUKWANA: The - the person referred here is

20 Ms Mokoena - Refiloe Mokoena. At some stage she had a distinct act opportunity acting also as - as a Judge in the Free State and
sometimes in Gauteng and ended up at SARS. Currently she is under
suspension at - at the - I think at SARS.

ADV PHILLIP MOKOENA SC: Now I - I am - I am much more - you know concerned with the contents of the email. What was being

conveyed and what was supposed to happen?

MR MXOLISI DUKWANA: It is clear that this was directed to the Premier and one would assume that they might have met to discuss this and she was following up on the matter because of the way this is written and even thanking the Premier in advance and this was asking for payment of schooling or annual fees of the - of Ms Refiloe Mokoena's child.

ADV PHILLIP MOKOENA SC: Do you know why such a request would be made by Ms Mokoena to the Premier?

MR MXOLISI DUKWANA: I have no idea because I - I think that as we will be dealing at a later stage with these scholarships or bursaries one would think that any - any deserving student but also a clear criteria should be set up for any person to do this. It will go through the normal processes.

The question I do not understand is you will see Chairperson this one when it is directed to the Premier and taking into consideration the - the Free State prides itself in making sure that there is - there are - there is a lot of kids who are studying abroad and - and here at home and there is a bursary - there is a program and we will deal with that.

One would understand that it will be common purpose that there whole thing would go through the normal process and deal with this in that particular way. Send it over to the people who are dealing with the - with the - with all these things. In this case it will be as we will see later it will be the Office of the - the DG but Ms Morake is actually in the Office of the Premier but is working more in - with regard

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to the international scholars - bursary holders.

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She is a - but in this case we still working - dealing with the letter that - the email that was sent to the Office of the Premier for this request.

CHAIRPERSON: So are you saying that the Provincial Government had a special scholarship or bursary fund that it used to assist or sponsor over - students from the Free State Province who would be studying outside of the country?

MR MXOLISI DUKWANA: When I was still - I do not know if this has changed Chairperson. When I was still in Government as - as MECs for instance I would have a - a - you know an opportunity to give bursaries to at least 10 kids and in that it was stipulated that my children - my relatives or any person close to me should not be considered. It was that condition.

So you will be allocated 10 kids to - to allocate bursaries to and - and that was a condition. It should not be any person related to me in anyway and then the - the - then there was this scholarship program that was given to - to children in the - in the Free State and as we will deal with this we will demonstrate that how the whole process went about but the - the issue is the - I found it strange that the person would go straight to the Premier.

Unless the person knows the Premier or the former Premier and you know will direct that but under - under normal circumstances you would direct your request to the Office of the Director-General in this case.

CHAIRPERSON: Yes but my question is - was whether to your knowledge the Provincial Government had a special bursary fund or scholarship that was for students who were studying outside of the country?

MR MXOLISI DUKWANA: Yes it has - it has that program.

CHAIRPERSON: It had that program?

MR MXOLISI DUKWANA: Yes. It has the program.

CHAIRPERSON: Was that separate from what you have just told me about namely that an MEC would be allocated like 10

10 MR MXOLISI DUKWANA: It - it ...

CHAIRPERSON: Students or was that part of the whole program?

MR MXOLISI DUKWANA: Your 10 students become part of the whole funding thing.

CHAIRPERSON: Oh.

MR MXOLISI DUKWANA: Yes.

<u>CHAIRPERSON</u>: And it was for both inside the - studying inside and outside or only outside?

MR MXOLISI DUKWANA: In our case - say in my case I never funded any student going abroad.

20 **CHAIRPERSON**: Yes.

MR MXOLISI DUKWANA: I would give the - the - these to students who are studying at home.

CHAIRPERSON: Inside the country?

MR MXOLISI DUKWANA: Inside the country.

CHAIRPERSON: But was there a limitation to say you can only use

this allocation for students who are studying in the country or you - you can - it is up to you whether you also assist somebody who is studying outside the country? Was there any limitation on that as far as you remember?

MR MXOLISI DUKWANA: Yes there was - there was Chair. You - we - the - that was determined at the Office of the Premier of the students who would go abroad. It started as only those who were going to Cuba at the time for medicine. Then it included many others but for all other kids we will then be allocated 10 but also you have got the top 100 kids and - and all these other things that were offered.

CHAIRPERSON: Okay.

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ADV PHILLIP MOKOENA SC: Now you have explained the ...

CHAIRPERSON: Mr Mokoena maybe we should take the ...

ADV PHILLIP MOKOENA SC: Oh, yes.

<u>CHAIRPERSON</u>: Tea - tea break. It is quarter past. We will take the short adjournment and resume at half past 11. We adjourn.

REGISTRAR: All rise.

INQUIRY ADJOURNS

INQUIRY RESUMES

20 **CHAIRPERSON**: Yes let's proceed.

ADV PHILLIP MOKOENA SC: Thank you Chair. Mr Dukwana just before the tea adjournment we were still dealing with the document on page 113.

MR MXOLISI DUKWANA: Yes.

ADV PHILLIP MOKOENA SC: We have now explained the bottom part

of the email, now what I want to understand from you that there is an email on top, do you know why would this request be dispatched to Mr Mbabane who is a service provider?

CHAIRPERSON: I'm sorry Mr Mokoena you said there is an email on top at 113.

ADV PHILLIP MOKOENA SC: At 113 yes, if you look there's a line Chair dividing the two emails.

CHAIRPERSON: Yes, has he read that email, do you want him to read it first or not.

10 ADV PHILLIP MOKOENA SC: Read the email to contextualise.

MR MXOLISI DUKWANA: This email is from Morali Cholota to Ego, that is Mr Mbabane, it was dated the 12th August 2015 and it goes on to say,

"Good day this was the initial request sent to the Premier regards, Morali Cholota".

ADV PHILLIP MOKOENA SC: Yes.

CHAIRPERSON: And it was sent at 10 minutes past one, 13h10.

ADV PHILLIP MOKOENA SC: Yes.

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CHAIRPERSON: I seem to think that the other one you read was also sent more or less the same time.

ADV PHILLIP MOKOENA SC: It was 11h50 AM.

CHAIRPERSON: Oh okay, alright thank you.

ADV PHILLIP MOKOENA SC: On a different date Chair meaning that the one on – at the bottom seems to have preceded the one on top.

CHAIRPERSON: Yes oh ja and they are on different dates and

different months.

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ADV PHILLIP MOKOENA SC: Yes Chair.

CHAIRPERSON: Okay.

ADV PHILLIP MOKOENA SC: Now my question Mr Dukwana, why would that request that was made to the Premier as per the bottom email now being sent to the service provider?

MR MXOLISI DUKWANA: One can only conclude, Chairperson, before that, that — before concluding, the Free State as we said has a bursary programme and it's meant for kids who are — who cannot afford but who are — who qualify to get the bursary and one would understand the logical thing to do, once you get this kind of a bursary if it comes after the deadline you have closed issuing the bursary you would — as a responsible person you would indicate like that, that you would not be able to help avoiding a situation where there's a service provider doing this and you then ask favours from the service provider.

CHAIRPERSON: I'm not sure whether that's an answer to Mr Mokoena's question. I understood the question to be whether you are able to say why Ms Cholota would send this request to Mr Mbabane?

MR MXOLISI DUKWANA: I thought I gave a context Chair, to say you have a bursary scheme and I don't understand why this one specifically would go to Ego.

CHAIRPERSON: Oh so your answer is, you don't understand why it was sent or would have been sent to Mr Mbabane, that's the answer?

MR MXOLISI DUKWANA: Yes.

CHAIRPERSON: Okay well Mr Mokoena I was looking at the subject,

the email from Ms Mokoena has a subject, [indistinct], the one from Ms Cholota to Mr Mbabane doesn't seem to have a subject, am I right? It doesn't seem to identify the subject.

ADV PHILLIP MOKOENA SC: It has.

CHAIRPERSON: Is that because it was attaching the one from Ms Mokoena?

ADV PHILLIP MOKOENA SC: It's referring to the one below Chair.

CHAIRPERSON: It's referring to the one below okay.

ADV PHILLIP MOKOENA SC: One trail of email.

10 CHAIRPERSON: Okay.

ADV PHILLIP MOKOENA SC: Yes but we can also deal with other documents Chair to give you that, if you may turn to page 117 so that we can understand the subject matter, what is that document?

MR MXOLISI DUKWANA: It's the [indistinct] college 8 May 2015 it's written to the person Masiza who stays at this address in Johannesburg.

ADV PHILLIP MOKOENA SC: Yes and it's from that [indistinct] college am I correct?

MR MXOLISI DUKWANA: Yes you are correct.

20 <u>ADV PHILLIP MOKOENA SC</u>: And the amount – what is the total amount?

MR MXOLISI DUKWANA: The total amount here is 12 149.

ADV PHILLIP MOKOENA SC: Okay if you turn to page 113 would that amount accord to what you see in the bottom email, the second paragraph?

MR MXOLISI DUKWANA: Yes this one in the email Refiloe Mokoena stipulates, even clarifying here the amount is 12 149 it does not show whether it's dollars or rands but here it specifies the dollars US Dollars 12 149.

ADV PHILLIP MOKOENA SC: Now having regard to that sequence of documents may I refer to another, on page 118 if you could please identify the document and please read the contents into the record.

MR MXOLISI DUKWANA: The subject is Payment from Moroadi
Choloto, the Premier's office to Ignus Mbabane and it's dated the 18th

of August 2015,

"Good morning, proof of payment received and acknowledged, thank you very much, regards Moroadi Choloto, Personal Assistant to Premier office of the Premier and dating everything that is there".

ADV PHILLIP MOKOENA SC: Yes there appears to be another email at the bottom if you can also read it.

MR MXOLISI DUKWANA: This one came before that one it was — it's written from — it comes from Mr Ignus Mbabane sent on the 17th of August 2015 to Moroadi, PA Premier Free State, CC Moroadi, PA Premier Free State, subject payment.

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ADV PHILLIP MOKOENA SC: So from that trail we'll see that there was initial request it goes to the office of the Premier and it's sent to the service provider and the said provided does pay amount.

MR MXOLISI DUKWANA: Yes the service provider here in this email says – confirms he says,

"Good day kindly find the proof of payment for 4000 Dollars, regards Ignus Mbabane".

CHAIRPERSON: So the request from Miss Refiloe Mokoena at page 113 which was addressed to the Premier is dated 17July 2015, and the email from Miss Moroadi Choloto an assistant in the Premiers office, her email to Mr Mbabane is dated 12 August 2015 and it says this was the initial request sent to the Premier and we are to understand that the request is the one of Miss Refiloe Mokoena and then you made reference at page 117...[intervenes].

10 MR MXOLISI DUKWANA: It's an attachment of what was required to be paid.

CHAIRPERSON: The attachment dated 8 May – oh that was from the college, 8 May giving the amount then we have then the email from Mr Mbabane on the 17th of August 2015 addressed to Miss Moroadi Choloto, that's the PA to the Premier which says,

"Kindly find the proof of payment for 4 000 Dollars",

And then thereafter on the 18th of August, the following day 2015 there's an email from Miss Choloto to Mr Mbabane acknowledging receipt of proof of payment and thanking him.

20 ADV PHILLIP MOKOENA SC: That's the sequence Chair.

CHAIRPERSON: Okay thank you.

ADV PHILLIP MOKOENA SC: That's exactly the evidence of this witness.

<u>CHAIRPERSON</u>: Yes, so this gives the impression, you know the picture that Miss Refiloe requested the Premier to settle her daughter's

fees and one of the PA's to the Premier sent that request to Mr Mbabane and Mr Mbabane made payment of 4 000 Dollars and sent proof of payment to Miss Choloto in the Premier's office and Miss Choloto acknowledged receipt of payment?

ADV PHILLIP MOKOENA SC: Yes Chair.

CHAIRPERSON: Okay.

ADV PHILLIP MOKOENA SC: That's the sequence, does it capture it neatly Mr Dukwana?

MR MXOLISI DUKWANA: Yes.

ADV PHILLIP MOKOENA SC: Aright let's proceed you in line with what I've said in your paragraph you then refer to further payments if you may turn to page 119 and take us through as to how do you link it with your arguments in paragraph 43. Identify the document for us and tell us what are the instructions and what has transpired.

MR MXOLISI DUKWANA: This one is also – the subject is request for payment from Moroadi Choloto...[intervenes].

CHAIRPERSON: I'm sorry what page are we?

ADV PHILLIP MOKOENA SC: 119 Chair.

CHAIRPERSON: Okay thank you.

20 MR MXOLISI DUKWANA: It's from Moroadi Choloto from the Premier's office to Ego@diamondhill.co.za and a copy to Morakeio233@gmial.com dated the 6th of - I think it's May 2015,

"Good day, following the discussion with Ipile Morake Premier requested that we pay full amount 470 000 and the remaining amount of R30 000 to one of the SRC president in Cuba, the

account holder is SWC Inkata, account number is given and it's FNB, amount R30 000. I hope the above is in order regards Ipile Morake".

ADV PHILLIP MOKOENA SC: Yes please more detail to this email who are – who dispatches it and who is the recipient of that email?

MR MXOLISI DUKWANA: Ipile Morake is in the office of the Premier dealing with IGR or Government Relations in the office of the Premier and this was from Moroadi Choloto going to Ego but this was addressed to Ego, this amount.

10 ADV PHILLIP MOKOENA SC: Remind us as to who is Ego?

MR MXOLISI DUKWANA: Ego Mbabane is the – a partner to the joint venture that got this asbestos project.

CHAIRPERSON: That's the one that reference has been made to when we were talking about the payment of the school fees for Miss Mokoena's daughter?

MR MXOLISI DUKWANA: The same person.

CHAIRPERSON: The same person?

MR MXOLISI DUKWANA: The same person.

CHAIRPERSON: Okay.

20 <u>ADV PHILLIP MOKOENA SC</u>: So here the request is made for Ego to pay for Mr Mbabane and Ego to pay R470 000 and remaining R30 000 to be paid to the SRC president in Cuba am I correct?

MR MXOLISI DUKWANA: You're correct.

CHAIRPERSON: I don't know whether you might be able to say to indicate what your understanding is here. I'm not sure whether the

understanding – the instruction is that the two amounts must be paid to the SRC president in Cuba or whether it's only the R30 000 that has to be paid to the SRC and maybe the first amount of R470 000 is to be paid somewhere else and the recipient is supposed to know where it is to be paid, you might not be able to assist.

MR MXOLISI DUKWANA: It's clear that the only amount, if you check the details of the account holder and that the amount is specified that it should be R30 000 and that would mean the person was supposed to pay R500 000 in total. The R470 000 is paid – should be paid but the remaining R30 000 should actually go to this account.

CHAIRPERSON: So your understanding is that the two amounts are not to be paid to the SRC president it's only the R30 000.

MR MXOLISI DUKWANA: The R30 000.

CHAIRPERSON: Okay, alright.

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ADV PHILLIP MOKOENA SC: If you may refer to page 120 and also take us through that document but firstly by identifying it and thereafter please comment its contents.

MR MXOLISI DUKWANA: This one also has the office stamp of the Premier of the Free State and it's from Moroadi Choloto, Personal Assistant to the Free State Office of the Premier, the subject is, request for funding to Ignatius Mbabane and is dated the 28th of January 2016 and it says,

"Good day, kindly find the below details as discussed telephonically, account name is given, account number is a travel agency and it's an amount of R250 000 written also in

words, two hundred and fifty thousand. Please send the proof of payment to the above email address, thank you in advance, warm regards".

ADV PHILLIP MOKOENA SC: So this is a further request made to Mr Mbabane?

MR MXOLISI DUKWANA: Yes sir.

ADV PHILLIP MOKOENA SC: To also pay this amount?

MR MXOLISI DUKWANA: Yes sir.

ADV PHILLIP MOKOENA SC: If I may refer you to the next document

10 on page 121...[intervenes].

CHAIRPERSON: So this time the amount is R250 000?

ADV PHILLIP MOKOENA SC: Yes.

CHAIRPERSON: Okay alright.

ADV PHILLIP MOKOENA SC: Yes.

<u>CHAIRPERSON</u>: And on the face of this email, it's not clear what the amount was for, is that right?

MR MXOLISI DUKWANA: One can deduce it was for travelling because they paid to a travel agency.

CHAIRPERSON: Yes okay.

20 ADV PHILLIP MOKOENA SC: Yes the next document is on page 121.

MR MXOLISI DUKWANA: The subject is the invoice from Moroadi Choloto at the Premier's office...[intervenes].

CHAIRPERSON: Is that a different amount, a different transaction or are we still connected with this one of R250 000.

ADV PHILLIP MOKOENA SC: I think it's still connected Chair.

CHAIRPERSON: Maybe let me ask the question I wanted to ask. With regard to the R250 000 which was to be paid to Astra Travel, Mr Dukwana are you – having been in Government for the long time that you were in Government are you able to throw any light as to why the office of the Premier would instruct somebody in private business to make a payment to a travel agent, of this kind of amount...[intervenes].

ADV PHILLIP MOKOENA SC: This is, like I said, under normal circumstances leaders would avoid such transactions happening, you would not get one person who would go to a service provider,

especially if it is an official trip or whatever that you ask somebody to pay for your cost – to bear your cost of travelling or any other person for that matter. So it's something very strange.

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CHAIRPERSON: It's something you are not able to throw light on other – but you say you don't understand it to be normal for such a thing to happen, if it relates to your official?

ADV PHILLIP MOKOENA SC: If you remember Chairperson, I told you yesterday, I told the Commission that in the Free State a system that undermined a system of good governance emerged in the Free State and as such abnormal things would happen. Something that is not supposed to happen would happen and these things would happen with impunity because people were becoming a law unto themselves. Under normal circumstances this should not happen and I'm saying this is the person who gets it and we are talking about an unsolicited bid and all these other things that are raised and immediately after this there is so much request coming you pay this, you must pay this. Any business

person, if you want to help a business and you affect the cash flow of such a business you are killing it. In this case here's a person who gets this business and is working, you now have demands coming from the office of the Premier, pay this amount, pay this amount, I mean R470 000, R500 000 in total, R200 000 and something again, this is ridiculous Chairperson.

CHAIRPERSON: The R470 000 plus R30 000 which make R500 000 was in August I think 2015 and the R250 000 is in January 2016, so that means if Mr Mbabane or his company paid these two amounts that means by end of January 2016, it means more or less within six months, he would have paid more than – around R750 000 at the request of the office of the Premier.

MR MXOLISI DUKWANA: You have excluded the 4 000 US Dollars.

CHAIRPERSON: Oh ja so it would be more than R700 000?

MR MXOLISI DUKWANA: It would be more than that.

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CHAIRPERSON: Well it couldn't – the payment to the travel agents couldn't be for the Premier's official trips because those would be paid for by Government, there will be no reason for some business person to pay for those. So the question would be whether that amount could have been for the Premier's personal trips and if it was for the Premier's personal trips that could raise questions as well. You have alluded to one question, if it was for somebody else's trip then there would be question of why the Premier would get involved in trying to organise payment for trips for somebody else and why those people wouldn't go directly to Mr Mbabane or whoever if they needed any

assistance with travelling.

MR MXOLISI DUKWANA: The question that must be asked all the time is why people would feel comfortable in approaching the office of the Premier and getting this thing. The – as you say, I don't think this was for the travelling of the Premier I think he was facilitating for somebody else or some people and the question would also be relevant what you raised, why then the office of the Premier should get itself involved in facilitating such especially with a person who was doing business with Government.

2015, the letter of appointment said the appointment for Mr Mbabane's company was from 1 December 2014 to end of March 2015 but there were payments envisaged beyond that even in May 2015, so this is — this request for July, the payment was in August 2015 and we know that later in 2017 there is that service level agreement that we dealt with earlier, okay thank you.

ADV PHILLIP MOKOENA SC: Mr Dukwana on page 121 it appears that there is an acknowledgement of payment, please take us through that it might be linked with the one on 120 unless you testify differently.

20 MR MXOLISI DUKWANA: This comes from Moroadi and it says,

"Afternoon to Ignatius Mbabane, kindly note that the proof of payment is well received and appreciated. Warm regards Moroadi Choloto Personal Assistant to Premier office of the Premier".

ADV PHILLIP MOKOENA SC: Yes so clearly when those requests

were made to Mr Mbabane he did comply with same and effect those payments as we have already demonstrated with different Annexures to your statement.

MR MXOLISI DUKWANA: Yes this one also, if you check and read, this was also a response to the one that was sent earlier by Mr Mbabane confirming the payment.

ADV PHILLIP MOKOENA SC: Yes, now if I may refer you back to page 14 because you make concluding remarks on these payments that you have dealt with and you deal with them on paragraph 44 and 46, Chair on page 14, if you can read those paragraphs into the record.

MR MXOLISI DUKWANA: From page 14, 44 and 46.

ADV PHILLIP MOKOENA SC: Yes.

MR MXOLISI DUKWANA: "Mr Mbabane was in constant communication with the personal assistant of Premier Magashule, one Miss Moroadi Choloto, Miss Choloto would communicate on behalf of Mr Magashule on his request or instruction with substantial financial implications. No business entity could sustain in his commercial well-being and I attach Annexures thereof as copies of the emails between Miss Choloto to Mbabane to Mr Mbabane it will be noted that in some of the emails, one Miss Ipile Morake from the office of the Premier features prominently in executing instructions on behalf of Magashule via Miss Choloto. 45. It is apparent from the emails between Miss Choloto and Mr Mbabane that payments were advanced for every [indistinct] request that was made to Mr Mbabane on

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behalf of Mr Magashule as [indistinct] in the said emails at all material times thereto. The official emails of Miss Choloto and Miss Morake were used to communicate request and acknowledge payments of monies and executing instructions at the behest of Mr Magashule.

ADV PHILLIP MOKOENA SC: And paragraph 46 you draw certain inferences.

MR MXOLISI DUKWANA: "An inference could be drawn that each time payment was advanced to Blackhead Consulting JV by the

Free State Department of Housing, Miss Choloto or Miss Morake were informed undoubtedly both would inform Mr Magashule followed by a honorous request or instruction to Mr Mbabane resulting in the latter making payments as requested or instructed by Mr Magashule".

ADV PHILLIP MOKOENA SC: Yes, now let's move on to page 15 of your statement in paragraph 47 you are referring to a concept which I'm sure that it's foreign to me and the Chair, please if you can read and explain what you're conveying.

MR MXOLISI DUKWANA: "47. Mr Magashule was simply a blessing to

20 many due to payments advanced by Mr Mbabane from monies

corruptly and fraudulently sourced from the State coffers

through the asbestos project at the behest of Mr Magashule,

Mr Mbabane paid sums of monies for some students studying

through various Universities here and abroad...[intervenes].

ADV PHILLIP MOKOENA SC: Yes. Mr Chair speaking for myself I am

not sure what is a blesser but I think you were still proceeding to deal with the concepts.

MR MXOLISI DUKWANA: It is — it is a [indistinct] old ages you would use Father Christmas but now you you know it is a blesser in the sense that you — you agree to request that personally you not able to do but you facilitate this on behalf of other people. And — and worse it comes from the — the service provider that is working with the — with your government. So you know it is taking this — you giving and taking it and giving there so that you will be seen to be this person who would do everything to demonstrate that you care but at the expense of the public resources that are acquired fraudulent.

ADV PHILLIP MOKOENA SC: Yes.

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MR MXOLISI DUKWANA: So as I said you know for the – just to avoid being seen as old and coming to the new generation the blesser would fit well as opposed to the Father Christmas.

<u>CHAIRPERSON</u>: And I see you referred to a blesser would that be a blessee?

MR MXOLISI DUKWANA: The one who [intervention].

CHAIRPERSON: And if so who would be the blessee in this context?

MR MXOLISI DUKWANA: In one context the blessee will be Mr - Ms Mokoena. That will be a blessee for the fact that the blesser upon receiving your request went to the provider who would do that on behalf of the blesser and get to the blessee Ms Mokoene in this case.

<u>CHAIRPERSON</u>: Would Mr Mpambani not be also be – be a blessee in terms of any government work if there was government work that he

was being given or that would not – the term would not fit in there?

MR MXOLISI DUKWANA: We can use it even to him in this case where you get money and then you use it whenever there is a request.

CHAIRPERSON: Yes okay. Alright.

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MR MXOLISI DUKWANA: But what is very interesting Chairperson is why would the request come from the highest office in the province? And – and go to this person and everything happens this way. That is why we – you know you say once you respect the laws and every – the act you protect the office from all these kinds of things and once you are in an office you need to demonstrate that and make sure that you protect that office. But drawing that office to issues like this is actually undermining the office and also abusing your authority in this regard because if the request was made and Mr Mpambani did not respond positively this would have also put him in the difficult situation.

<u>CHAIRPERSON</u>: Hm. I thought your counsel wanted to say something at some stage maybe it has fallen away.

ADV SMANGA SETHENE: Chairperson I was intrigued by your smile when the concept of blesser is being discussed. It appears the Chairperson is well versed with the concept of blesser and blessee.

20 <u>CHAIRPERSON</u>: Well the Chairperson reads newspapers and – and watches – is touch with what happens in South Africa. Thank you.

ADV PHILLIP MOKOENA SC: As indicated Chair you can exclude me I am not sure about the concept. You in paragraph 48 and 49 the issues that you canvass there you have already testified on those issues so it is not necessary for us to repeat that evidence but I want to draw your

attention to paragraph 50 of your witness statement where you link different payments with that asbestos scheme. Please read for us paragraph 50 and explain?

MR MXOLISI DUKWANA:

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"Events from the emails between Ms Cholota and Mr Mpambani all the requests or instructions originated from Mr Magashula. And inference could be drawn that the asbestos audit was but an asbestos audit heist sponsored by the Premier of the Free State Government. The Asbestos Audit Heist was executed through the Premier's office by Mr Magashule's personal assistant employed by government at the behest of Mr Magashule. This was not only a blatant abuse of power by Mr Magashule but a brazen commission of fraud, money laundering and daylight robbery of the public purse."

ADV PHILLIP MOKOENA SC: Yes. Now you also proceed to attach a spreadsheet to your statement and you attach it as Annexure 2DM14.

Mr Chair that spreadsheet is to be found on page 124.

20 CHAIRPERSON: I have found it.

ADV PHILLIP MOKOENA SC: Now that spreadsheet Mr Dukwana reflects further payments and beneficiaries which might have been paid the amounts which are reflected in that spreadsheet, am I correct?

MR MXOLISI DUKWANA: You are correct.

ADV PHILLIP MOKOENA SC: Could you take the Chair through that

spreadsheet?

<u>CHAIRPERSON</u>: Well may – before he does that can I know where the spreadsheet comes from?

ADV PHILLIP MOKOENA SC: Yes Chair definitely.

CHAIRPERSON: Yes.

ADV PHILLIP MOKOENA SC: Mr Dukwana could you also explain to the Chair the source if you can of this spreadsheet?

MR MXOLISI DUKWANA: From Mr Mpambani's emails.

CHAIRPERSON: It - from Mr Mpambani's emails?

10 MR MXOLISI DUKWANA: Yes.

CHAIRPERSON: One of the emails?

MR MXOLISI DUKWANA: One of the emails.

CHAIRPERSON: It was attached there?

MR MXOLISI DUKWANA: It is an email coming from.

CHAIRPERSON: It was in an email? Okay.

ADV SMANGA SETHENE: May I assist Chair?

CHAIRPERSON: Yes, yes.

ADV SMANGA SETHENE: It is part of the supplementary statement.

CHAIRPERSON: Yes.

20 <u>ADV SMANGA SETHENE</u>: That email is attached in the supplementary statement.

CHAIRPERSON: Okay.

ADV SMANGA SETHENE: Perhaps it would be fitting if Mr Mokoena can start with that email to give a context to the spreadsheet.

CHAIRPERSON: Yes because it is important before we go into the

content of the spreadsheet to see.

ADV PHILLIP MOKOENA SC: Chair you will find the supplementary from page 222.

CHAIRPERSON: 222? I do not seem to have 222 I seem to have up to 221.

ADV PHILLIP MOKOENA SC: I am reliably informed Mr Chair that it was placed in your file instead – maybe it is part of those documents that went to read separately before making the –the ruling of the observation that the Chair made subsequent to different parties have made submissions to the Chair. So it might be that it is somewhere – it is lying somewhere.

CHAIRPERSON: Ja.

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ADV PHILLIP MOKOENA SC: But if we may.

CHAIRPERSON: Ja I think any documents that are handed up just – somebody must make sure that they are put in and it should be somebody from the legal team because he might not know exactly where to put it.

ADV PHILLIP MOKOENA SC: Where to put it in - Yes Chair.

CHAIRPERSON: Okay I have — I can make use of that.

20 <u>ADV PHILLIP MOKOENA SC</u>: But for the purpose of facility – facilitating this debate we may hand you a further copy.

<u>CHAIRPERSON</u>: Yes. Thank you.

ADV PHILLIP MOKOENA SC: While the Chair is still putting that document in its file Mr Dukwana you can also quickly go mark the paragraphs that links those different emails and the email in question.

MR MXOLISI DUKWANA: You say the supplementary statement.

ADV PHILLIP MOKOENA SC: Yes supplementary statement.

MR MXOLISI DUKWANA: Can you repeat the instruction again?

ADV PHILLIP MOKOENA SC: Go to page 222.

CHAIRPERSON: Oh this is the supplementary statement that I was told about;

ADV PHILLIP MOKOENA SC: Yes.

CHAIRPERSON: Yesterday.

ADV PHILLIP MOKOENA SC: Yesterday. Yesterday Chair.

10 CHAIRPERSON: But you say it was handed up?

ADV PHILLIP MOKOENA SC: Yes Chair.

CHAIRPERSON: Oh okay.

ADV PHILLIP MOKOENA SC: You read – you also had an opportunity to go and read it in chambers.

CHAIRPERSON: Oh that is the one that I read.

ADV PHILLIP MOKOENA SC: Yes for you to come and make a ruling.

CHAIRPERSON: Well when I read it it was in the other bundle which is not here. I do not know if it is supposed to be here. That was the bundle that had correspondence?

20 <u>ADV PHILLIP MOKOENA SC</u>: It could have been misplaced there inadvertently.

CHAIRPERSON: Ja.

ADV PHILLIP MOKOENA SC: But it is fine.

CHAIRPERSON: Or maybe they might not have appreciated that that particular bundle which has correspondence was required today.

ADV PHILLIP MOKOENA SC: Yes.

CHAIRPERSON: I think that is what might have happened. I probably also did not think it was required.

ADV PHILLIP MOKOENA SC: Required.

CHAIRPERSON: Because it was [intervention].

ADV PHILLIP MOKOENA SC: But be that as it may Chair we will make sure that it is placed and in the proper place.

CHAIRPERSON: Correspondence. Ja. Maybe what you — what you can — what you can clarify because I understood it to be handed up simply for convenience in regard to the argument that was to be presented and that is why we did not admit as an Exhibit.

<u>ADV PHILLIP MOKOENA SC</u>: And maybe it might be also – be appropriate for us to mark it accordingly.

CHAIRPERSON: If ...

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ADV PHILLIP MOKOENA SC: So that we do not lose it.

CHAIRPERSON: If the intention is to have it as an Exhibit then we will have to do that.

ADV PHILLIP MOKOENA SC: Definitely as an exhibit Chair.

CHAIRPERSON: Ja. But I do not know whether we need to do that insofar as it refers to correspondence.

<u>ADV PHILLIP MOKOENA SC</u>: Because it is some – it is simply supplementing what is already existing.

CHAIRPERSON: Ja.

ADV PHILLIP MOKOENA SC: Which is Exhibit X5.

CHAIRPERSON: Ja it may be that you need to check what it is that is

there that really needs to be part of the evidence as such. Obviously the supplementary statement is important. But the supplementary statement might well belong here.

ADV PHILLIP MOKOENA SC: Yes Chair.

CHAIRPERSON: Rather than in that other file.

ADV PHILLIP MOKOENA SC: No it does not definitely you know belong in the correspondence file.

<u>CHAIRPERSON</u>: In the other file. Yes, yes.

ADV PHILLIP MOKOENA SC: Remember that the correspondence file.

10 CHAIRPERSON: Ja.

ADV PHILLIP MOKOENA SC: Was merely to place different items that were received at the last moment.

CHAIRPERSON: Hm. Yes.

ADV PHILLIP MOKOENA SC: And that included also you know the supplementary statement.

CHAIRPERSON: Yes.

ADV PHILLIP MOKOENA SC: But I think it should belong in the main file.

CHAIRPERSON: Yes, ja.

20 ADV PHILLIP MOKOENA SC: And maybe to be identified as you know Exhibit.

CHAIRPERSON: Ja okay thank you.

ADV PHILLIP MOKOENA SC: X6 Chair.

CHAIRPERSON: Thank you.

ADV PHILLIP MOKOENA SC: Or Exhibit XX7 Chair.

CHAIRPERSON: You refer to X7.

ADV PHILLIP MOKOENA SC: Yes because...

CHAIRPERSON: You talk about that bundle. When you say X7 what are you talking about?

ADV PHILLIP MOKOENA SC: No I am saying that maybe this supplementary should be referred to.

CHAIRPERSON: As X7.

ADV PHILLIP MOKOENA SC: As Exhibit X7.

CHAIRPERSON: Exhibit X7.

10 ADV PHILLIP MOKOENA SC: Yes.

<u>CHAIRPERSON</u>: In which case should it not be on a separate – would there be a problem if it is simply added here as part of this Exhibit and not as a separate exhibit?

ADV PHILLIP MOKOENA SC: We are – we are easy.

CHAIRPERSON: I think that is - because this is where it belong.

ADV PHILLIP MOKOENA SC: That is where it belongs Chair.

CHAIRPERSON: All the other supplementary.

ADV PHILLIP MOKOENA SC: Definitely.

CHAIRPERSON: Are here. Okay so let us not mark it separately. So

20 ...

ADV PHILLIP MOKOENA SC: It can be referred to as a supplementary.

CHAIRPERSON: It will simply be added at the end of Exhibit X. Ja.

ADV PHILLIP MOKOENA SC: At the end of Exhibit X5 Chair.

CHAIRPERSON: Ja. Ja. Thank you.

ADV PHILLIP MOKOENA SC: Yes.

CHAIRPERSON: I have got it. The spreadsheet – I think somebody said it is part – was attached to the – to the supplementary statement, is that right? The spreadsheet that you were talking about?

ADV PHILLIP MOKOENA SC: The spreadsheet Chair it is part and parcel of the main.

CHAIRPERSON: Of the main.

ADV PHILLIP MOKOENA SC: Of the main statement.

CHAIRPERSON: Not the supplementary.

ADV PHILLIP MOKOENA SC: The main statement ja. Which is X5.

10 CHAIRPERSON: Ja.

<u>ADV PHILLIP MOKOENA SC</u>: And that is where we have located in the spreadsheet.

CHAIRPERSON: Okay.

ADV PHILLIP MOKOENA SC: Yes.

CHAIRPERSON: Okay let us continue then.

ADV PHILLIP MOKOENA SC: Yes. If you go to the document that you are referring to Mr Dukwana and in line with the question posed to you by the Chair you did provide a supplementary statement, am I correct?

MR MXOLISI DUKWANA: You are correct.

20 <u>ADV PHILLIP MOKOENA SC</u>: And in that statement you also deal with some of the documents which were initially not annexed to your statement, am I correct?

MR MXOLISI DUKWANA: You are correct.

ADV PHILLIP MOKOENA SC: If you turn to page 225.

MR MXOLISI DUKWANA: Yes.

ADV PHILLIP MOKOENA SC: Take us through paragraph 11 and 12 and tell us as to how should we link that to this spreadsheet?

MR MXOLISI DUKWANA: This — see email correspondence between Mr Mpambani and Sodi. Paragraph 11 I refer to paragraph 52.1 I made reference to the email exchanges between Mr Mpambani and Sodi relating to payments effected for asbestos heist. It appears I only annexed the spreadsheet and not the copy of the said email. I annex hereto marked 2DMS2 being a copy of the email exchange in issue. The email from Mpambani to Sodi reads:

"Sure Eddie I have affected the payment in two batches. Kindly find attached the updated schedule with the following minor adjustments. JT from R1 million to R500 000.00. I hope the issue

supplemented above are in order."

ADV PHILLIP MOKOENA SC: Now for completeness turn to page 231.

Is that the email that you are referring to?

MR MXOLISI DUKWANA: Yes, yes Chair.

ADV PHILLIP MOKOENA SC: And you are linking that to the spreadsheet?

20 MR MXOLISI DUKWANA: Exactly that is what I am doing.

ADV PHILLIP MOKOENA SC: So then your answer to the Chair is that the spreadsheet that you are just about to deal with was as a result of the correspondence that passed hands between Mr Mpambani and Mr Sodi?

MR MXOLISI DUKWANA: Correct Sir.

CHAIRPERSON: That email at 231 comes from Edwin Sodi Chief Executive Officer and it is addressed to Sure Eddie. I have affected the payments in two batches kindly find attached the updated schedule with the following minor adjustments. JT from R1 million to R500 000.00 on 24 March 2015 at 3:23 pm and then that is the email address. Yes so that is part of – that went with the spreadsheet, is that right?

ADV PHILLIP MOKOENA SC: Mr Dukwana.

CHAIRPERSON: Mr Dukwana did that go with the spreadsheet?

10 MR MXOLISI DUKWANA: But it is from – not from Edwin it is from Igo to Edwin.

CHAIRPERSON: Oh right at the top.

MR MXOLISI DUKWANA: Right at the top.

CHAIRPERSON: Not to Edwin.

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MR MXOLISI DUKWANA: To Edwin yes.

CHAIRPERSON: Okay alright thank you.

ADV PHILLIP MOKOENA SC: Chair just to correct also to make sure that we align you with the times. Sure it is not the name of the person I am sure it is a greeting when it says sure Eddie. So it is not addressed to Sure Eddie.

CHAIRPERSON: Well I – I had a suspicion that it was about greeting but I was not sure. One does not see these things written down.

ADV PHILLIP MOKOENA SC: Yes Chair.

CHAIRPERSON: One hears them being said only.

ADV PHILLIP MOKOENA SC: So...

CHAIRPERSON: Yes.

ADV PHILLIP MOKOENA SC: Having clarified the issue of the spread [intervention]

CHAIRPERSON: But at 231 it is an email from Edwin Sodi addressed to Eddie but Mr Mpambani is sending something or – to Eddie, is that right?

MR MXOLISI DUKWANA: You are right.

CHAIRPERSON: Hm.

MR MXOLISI DUKWANA: He is sending the spreadsheet but he was demonstrating how they have dealt with that but correcting all the – the amount.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: For duty from R1 million to R500 000.00.

CHAIRPERSON: Yes. Okay. It is a little confusing.

ADV PHILLIP MOKOENA SC: It does Chair.

CHAIRPERSON: Ja.

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ADV PHILLIP MOKOENA SC: But what — what appears to be the relevant portion in terms of linking it is it not the first line that says that I have affected the payments in two benches but most importantly kindly attached the updated schedule with reference to the following adjustment. Should one read the adjusted schedule to — adjusted schedule to be the one that you will be dealing with?

MR MXOLISI DUKWANA: Exactly it is the one Chairperson that we will be dealing with the spreadsheet.

ADV PHILLIP MOKOENA SC: Now if we may refer to page 124. If you

can take us through the different columns — but maybe before you do that Mr Dukwana because I have just adjusted certain things in my notes. If you can go back to page 16 of your statement. If you look at the spreadsheet comparing the spreadsheet with what you are saying there. In the spreadsheet you will agree with me that it only gives the initials or the abbreviated names like those that are appearing there, am I correct?

MR MXOLISI DUKWANA: You are correct.

ADV PHILLIP MOKOENA SC: However in your statement you then put the full names of what you believe those people to be, am I correct?

MR MXOLISI DUKWANA: Yes.

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ADV PHILLIP MOKOENA SC: Okay. Bear in mind the 52.3.1 as we proceed through that – that will be Mr X for the references throughout this spreadsheet, am I correct?

MR MXOLISI DUKWANA: Correct.

ADV PHILLIP MOKOENA SC: Yes. Now [intervention].

CHAIRPERSON: What page did you say the spreadsheet is again?

ADV PHILLIP MOKOENA SC: It is page 124.

CHAIRPERSON: Oh I got it. Yes okay.

20 ADV PHILLIP MOKOENA SC: Now let us go back to the - page 124 and take us through the different columns and the payments that could have been effected?

MR MXOLISI DUKWANA: The spreadsheet is headed or referred to as

The Free State Asbestos Eradication Project. And it has a number of
units. It has rate per unit. It has a project value and it has the year.

And then the extreme right you would see that there is a first payment, the second payment and the third payment to be effected.

ADV PHILLIP MOKOENA SC: And please tell us what — I mean according to your knowledge would each column signify that would be quite important so that we do not lose your evidence.

MR MXOLISI DUKWANA: Can I suggest that we go through this and then explain.

ADV PHILLIP MOKOENA SC: Yes.

MR MXOLISI DUKWANA: So that...

10 ADV PHILLIP MOKOENA SC: Yes.

MR MXOLISI DUKWANA: If you check Chairperson the – the number of units that you will see there is 300 000.

CHAIRPERSON: That is now on the extreme left column.

MR MXOLISI DUKWANA: Yes.

CHAIRPERSON: Of the bigger column. There is...

MR MXOLISI DUKWANA: Bigger – the extreme left.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: The left one.

CHAIRPERSON: There is 300 000 units.

20 MR MXOLISI DUKWANA: Yes.

CHAIRPERSON: It says number of units and then the number 300 000 appears.

MR MXOLISI DUKWANA: And then it then says the rate per unit.

<u>CHAIRPERSON</u>: The next column is the...

MR MXOLISI DUKWANA: And in this case it is R850.00

CHAIRPERSON: The next column it says rate per unit and it says R850.00.

MR MXOLISI DUKWANA: And then when you multiply that it gives you R255 million.

CHAIRPERSON: Okay hang on let us not speak at the same time Mr Dukwana.

MR MXOLISI DUKWANA: Okay.

CHAIRPERSON: So – so you were saying that the next column has got rate per unit and it has got R850.00, is that right?

10 MR MXOLISI DUKWANA: That is right Chairperson.

CHAIRPERSON: Yes then you move to the next column.

MR MXOLISI DUKWANA: The project value. That is the total amount of the project. The Free State Asbestos Eradication Project.

CHAIRPERSON: Well you have to read it as it is. The total project value reflected on the third column is R255 million.

MR MXOLISI DUKWANA: Exactly.

CHAIRPERSON: And then you want to make an observation about that amount.

MR MXOLISI DUKWANA: The R255 million is the same amount that was referred to in the – in the letter – the instruction from the HOD.

CHAIRPERSON: So you – so you say if we go back to the letter of instruction from the Head of the HOD which was at page 94 if I recall correctly the total value of the Asbestos Project was R255 million.

MR MXOLISI DUKWANA: That is correct Chair.

CHAIRPERSON: Yes. And I see 300 000 where it says number of

units. That letter also indicated that the housing units which were to be the subject of that project was 300 000, is that correct?

MR MXOLISI DUKWANA: Correct.

CHAIRPERSON: And there was - was there not also something about
the amount per unit?

MR MXOLISI DUKWANA: It was there.

CHAIRPERSON: Is it the same as R850.00 that is written here?

MR MXOLISI DUKWANA: It is R850.00 Chairperson yes.

CHAIRPERSON: Yes.

10 MR MXOLISI DUKWANA: Correct.

CHAIRPERSON: So from this you conclude?

MR MXOLISI DUKWANA: This is the project that we referred to as the Heist that was the — what comes from the office of the — in the Department of Human Settlement in the Province and then let us — that pointed out that the total value of the project is R255 million and that each house would be the cost for that would be R850.00 and then they will do the audit for 300 000 houses. So that tells you that it is not separated, it links very well with what we are explaining here now.

CHAIRPERSON: So the suggesting you make is that the payments that
you are about to read in the spreadsheet are connected to the project of the Eradication of Asbestos, that is what you are saying?

MR MXOLISI DUKWANA: Correct Sir.

CHAIRPERSON: Yes okay. Mr Mokoena.

MR MXOLISI DUKWANA: I had indicated that having discussions with the late Igo Mpambani explaining to me in detail it was a long

discussion that we had and it did not happen once it happened several times. He — he used certain names and that were involved in the project and he — he referred to them when I was asking — are you not going to be disappointed the way you were with the — in the other project that you wanted to undertake in the Free State? And then he said we are sorted out. We have dealt with everything this time that we have brought everybody who matters, who would facilitate the process so there is no problem or there is nothing that one should be afraid of. And but of course as he would mention people that they are working with this one, this one he was using these and I would ask who is this one and he would tell me the name.

CHAIRPERSON: Was he using initials?

MR MXOLISI DUKWANA: He was using initials.

CHAIRPERSON: Was he using a nickname?

MR MXOLISI DUKWANA: He was using initials.

CHAIRPERSON: Initials.

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MR MXOLISI DUKWANA: And then he would say the — and I would ask specifically who is this one?

CHAIRPERSON: Yes.

20 MR MXOLISI DUKWANA: Yes.

CHAIRPERSON: Okay.

MR MXOLISI DUKWANA: And at the time I was not asking because I wanted to prepare or there was any commission I was asking because I just wanted to know who are these people that you talking about.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: Yes and then he would give this to me and then that is it. But he only gave me names of people that he thought were more relevant to be mentioned to me. Others did not [intervention].

CHAIRPERSON: You did not ask?

MR MXOLISI DUKWANA: Ja.

CHAIRPERSON: Yes. Okay.

MR MXOLISI DUKWANA: And others he did not give. As he was speaking he would tell me this person and then he would tell me this person.

CHAIRPERSON: Oh.

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MR MXOLISI DUKWANA: So he did not tell me all the other people.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: That are here in the spreadsheet.

<u>CHAIRPERSON</u>: But did you ask him to tell you who certain people were and not all of them or did you ask all of them but he gave you some and not gave you others or ...?

MR MXOLISI DUKWANA: Let me make an example. When he said the - the project in fact is funded - he said the project was funded from national. The province is not paying you know. The transfer would be made from national to the province and he indicated that we have so and so Mr X who is facilitating this for us and then he then said in the province and then he was jokingly saying you know you cannot do anything without the big man and then - then he would refer to the big man as in initials and would ask why do you say this.

He say hey you do not talk about this name anyway. So it was his way of hiding who - whenever he speaks he would speak in - in that and then I became interested in finding out why he is using that. That is why he explained and then he would even give the reasons why they - they brought all these people together but he did not say to me that they were paying them or doing that.

We were discussing and he was just simply saying he has managed to bring them to understand and accept and help facilitate the project.

10 <u>CHAIRPERSON</u>: Okay. So at this stage in your discussion he was not saying that he was going to be paying them. He was simply saying they support the project. They are on board.

MR MXOLISI DUKWANA: Yes. He just said we - we made sure this time that we tie everybody that matters to this for ease of - of our project going through.

CHAIRPERSON: Okay.

MR MXOLISI DUKWANA: So he did not mention that they were going to pay them.

CHAIRPERSON: Hm.

20 MR MXOLISI DUKWANA: He gave me that impression that they working quite well. They managed to engage ...

CHAIRPERSON: Hm.

MR MXOLISI DUKWANA: These people and these people were on their side and they understood exactly where they were going ...

CHAIRPERSON: Okay.

MR MXOLISI DUKWANA: And he gave me the impression that because it was money not coming from the province but because you needed the province to accept and do this and appoint you. You had - he had to make sure that he - he gets these people to - to accept and work with him and once he had that he was excited ...

CHAIRPERSON: Hm.

MR MXOLISI DUKWANA: Telling me that really this time we are moving and then Mochana (?) if you can - he would refer to me as Mochana.

10 CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: If you can facilitate the - the other provinces specifically he mentioned the Eastern Cape ...

CHAIRPERSON: Hm, hm.

MR MXOLISI DUKWANA: And I think because my parents originate from the Eastern Cape ...

CHAIRPERSON: Hm.

MR MXOLISI DUKWANA: And we - we will talk Xhosa you know ...

CHAIRPERSON: Hm, hm.

MR MXOLISI DUKWANA: To which other every time you know ...

20 CHAIRPERSON: Hm.

MR MXOLISI DUKWANA: Were not speaking any other language other than that.

CHAIRPERSON: Hm, hm. Okay, thank you.

ADV PHILLIP MOKOENA SC: Can you now proceed with reference to page 121 as I have requested you to do before and tell us what does

each column represent and what is reflected in those columns?

MR MXOLISI DUKWANA: If you check Chairperson it says there "The Cost of Business" and it is in one column ...

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: And when it says the cost of business which is stipulated there and the total cost of business being R82 608 567. That was the total value of what he referred to as the total cost of business.

CHAIRPERSON: Oh. So the - the various payments or items are partof the - of what he regards as cost of business?

MR MXOLISI DUKWANA: Yes.

CHAIRPERSON: And then the total is the one you have just mentioned?

MR MXOLISI DUKWANA: Yes.

CHAIRPERSON: Okay.

MR MXOLISI DUKWANA: Then ...

CHAIRPERSON: So it is likely it was the cost to his business - to their business?

MR MXOLISI DUKWANA: To ...

20 **CHAIRPERSON**: In regard to this project.

MR MXOLISI DUKWANA: It is - this - this is with regard to the asbestos project.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: Yes.

CHAIRPERSON: Okay.

MR MXOLISI DUKWANA: And then ...

ADV PHILLIP MOKOENA SC: We - we do not need to speculate Mr Dukwana. Look right on top of that document. What - what is written there? What is the heading?

MR MXOLISI DUKWANA: Free State Asbestos Eradication Project.

ADV PHILLIP MOKOENA SC: Yes. So ...

CHAIRPERSON: Well that is helpful Mr Mokoena. I also did not pick that up.

ADV PHILLIP MOKOENA SC: So clearly he is specifically referring to the issues that you have canvassed with the Chair pertaining to this project. Am I correct?

MR MXOLISI DUKWANA: You are correct.

ADV PHILLIP MOKOENA SC: So when he talks about the cost of business it is with reference to what we see as the heading on top. Would I be correct?

MR MXOLISI DUKWANA: You will be correct.

ADV PHILLIP MOKOENA SC: Then proceed then.

<u>CHAIRPERSON</u>: Effectively it was - it is - it is what the business has had to pay in regard to or his company has had to pay in regard to this business that they got from the Department of Human Settlements in regard to the asbestos eradication.

MR MXOLISI DUKWANA: Yes.

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CHAIRPERSON: That is what ultimately it means.

MR MXOLISI DUKWANA: It means ...

CHAIRPERSON: Yes, okay.

MR MXOLISI DUKWANA: Yes. Greasing if you like.

CHAIRPERSON: Hm.

ADV PHILLIP MOKOENA SC: You are saying what?

MR MXOLISI DUKWANA: Greasing.

ADV PHILLIP MOKOENA SC: Greasing?

MR MXOLISI DUKWANA: Yes.

ADV PHILLIP MOKOENA SC: What is that?

MR MXOLISI DUKWANA: (African language).

CHAIRPERSON: Oh greasing your hand.

10 MR MXOLISI DUKWANA: (African language).

CHAIRPERSON: Greasing your hand.

MR MXOLISI DUKWANA: (African language). You pay bribery if you

like. You pay - you bribe somebody ...

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: Or you pay them for them to facilitate this for

you.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: so this cost of business ...

CHAIRPERSON: Ja.

20 MR MXOLISI DUKWANA: Good English ...

CHAIRPERSON: Ja.

MR MXOLISI DUKWANA: Hiding ...

CHAIRPERSON: Bribery.

MR MXOLISI DUKWANA: Bribery.

CHAIRPERSON: It is - it is a bribe.

MR MXOLISI DUKWANA: It is a bribe.

CHAIRPERSON: Ja.

MR MXOLISI DUKWANA: Yes.

<u>CHAIRPERSON</u>: Well in isiZulu we have got the word (isiZulu language) to refer to that as well.

MR MXOLISI DUKWANA: Sotho word (Sotho language).

CHAIRPERSON: Okay, alright. Continue.

ADV PHILLIP MOKOENA SC: You may proceed then.

MR MXOLISI DUKWANA: Mr X - in the cost of business Mr X was scheduled to get 10 million and then TM five million. I will come to the other names. AM 10 million. OM one million. MEC 2.5 million. MasterTrade 44 208 567,909 and others two million and then you have other names Martin 1.5, Steve 1.2, Randwa (?) 1.2 million, JT three million, Deidricks one million and then it gives you that total that is there. That is the cost ...

<u>CHAIRPERSON</u>: Just repeat the total. You said it earlier but just repeat for convenience.

MR MXOLISI DUKWANA: The total cost of business is 82 608 567,90.

Oh wait. You are talking about (intervenes).

20 **CHAIRPERSON**: Ja. 82 608 567,90.

MR MXOLISI DUKWANA: Yes, 90 cents.

CHAIRPERSON: Yes.

ADV PHILLIP MOKOENA SC: May I ...?

MR MXOLISI DUKWANA: And then you have also the project value cost of business ...

ADV PHILLIP MOKOENA SC: Hm.

MR MXOLISI DUKWANA: That will be 172 391 ...

CHAIRPERSON: 172 million. Is it not?

MR MXOLISI DUKWANA: 172 million.

CHAIRPERSON: That - that looks like 172 million.

ADV PHILLIP MOKOENA SC: Yes it is Chair.

MR MXOLISI DUKWANA: It is Chair.

CHAIRPERSON: I think you said 172 000.

MR MXOLISI DUKWANA: I said R172 ...

10 **CHAIRPERSON**: Okay.

MR MXOLISI DUKWANA: 391 432,10.

ADV PHILLIP MOKOENA SC: Yes.

MR MXOLISI DUKWANA: If you check the - the project value cost of business divided between the two Blackhead and Diamond in equal portion will be R86 195 716,05 and you will see that it is written 2013/2014 financial year that will be 127 500 000 and then 2014/2015 financial year 127 500 000.

ADV PHILLIP MOKOENA SC: So this is how ...

CHAIRPERSON: Yes.

ADV PHILLIP MOKOENA SC: The different amounts were expanded?

MR MXOLISI DUKWANA: Exactly. This is how these amount were were expanded and then the - the - Mr X was - the name was given
because it was in a way of telling me who is facilitating this at the head
or at the head office and - and this amount will go to 10 million for
Mr X.

CHAIRPERSON: And the initial that is given here which you are not mentioning. The initials that are given here are the initials that he told you.

MR MXOLISI DUKWANA: He was using them. Every time he referred to the person. He would use

CHAIRPERSON: Ja.

MR MXOLISI DUKWANA: Use that.

CHAIRPERSON: Okay.

MR MXOLISI DUKWANA: Twice in our meeting he used that.

10 CHAIRPERSON: Ja, okay.

MR MXOLISI DUKWANA: And - and then there is also TM in this case.

The many people ...

CHAIRPERSON: I am - I am sorry Mr Dukwana. Mr Mokoena I am - I am not sure I understand what these other amounts relate to. Are - are they part - the ones that he is starting to read now. Are they part of example in regard to Mr X are they - are they part of the 10 million? Is five million part of the 10 million or is it an additional five million?

ADV PHILLIP MOKOENA SC: Mr Dukwana if you look at that column ...

MR MXOLISI DUKWANA: It ...

20 <u>ADV PHILLIP MOKOENA SC</u>: You will see that there are different columns.

MR MXOLISI DUKWANA: Ja. You see the left one Chair it explains the total amount to be paid ...

CHAIRPERSON: Given to a particular individual?

MR MXOLISI DUKWANA: Yes. That will be the total amount ...

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: To be paid ...

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: And then it will be in terms of the year. If you check in terms of the financial year as he indicated there at the bottom. This half of it. it is 127 500 000.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: Yes and then the second half 2014/2015 financial year he says 127 500 000. He - he broke it in - in half but it is the total amount of 255 million ...

CHAIRPERSON: Okay.

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MR MXOLISI DUKWANA: And then if you check the - the - if you go to your right he then breaks it down in years. That for this financial year they will pay this amount of money and then it will then be broken down in that fashion.

CHAIRPERSON: Yes; and - and the amounts that - that appear between the two columns that there is two - R2 million in relation to - in relation to Mr X and there is R3 million. What do they represent those that appear between the two columns which seem to be hanging? If you know what I mean.

ADV SMANGA SITHINI: Chair - Chair before ...

CHAIRPERSON: Yes.

ADV SMANGA SITHINI: Before Mr Dukwana answers that question.

CHAIRPERSON: Hm.

ADV SMANGA SITHINI: May I plead that ...

CHAIRPERSON: Hm.

ADV SMANGA SITHINI: Perhaps it will be prudent not to go to the nitty-gritties of the - of the spreadsheet.

CHAIRPERSON: Yes.

ADV SMANGA SITHINI: The reason is the witness is not schooled in accounting.

CHAIRPERSON: Huh-uh.

ADV SMANGA SITHINI: So he may not explain certain things with the the requisite knowledge that it may be expected out of a person who
will analyse the spreadsheet.

CHAIRPERSON: Yes. No, no I ...

ADV SMANGA SITHINI: And the Chairperson would note that if you look at page 94 the first amount there payable is 51 million ...

CHAIRPERSON: Yes.

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ADV SMANGA SITHINI: And then it is reflected there.

CHAIRPERSON: Yes.

ADV SMANGA SITHINI: Other amounts particularly the ones that are not inside the columns ...

CHAIRPERSON: Hm, hm.

20 <u>ADV SMANGA SITHINI</u>: I doubt Mr Dukwana is in a position of explaining with precision what those amounts are about.

CHAIRPERSON: Yes. No, no I understand that completely. I think he

- he should just be able to say this is what I am able to explain.

Otherwise other things I am not able explain. After all it is not his document. So it was just to try and understand that we are - we

understand the - the document in the same way he does.

So Mr Dukwana where you - what you cannot explain just say I - I do not know what this represents. As I say it is not your document in any effect.

ADV SMANGA SITHINI: Thank you Chair.

CHAIRPERSON: Ja.

MR MXOLISI DUKWANA: Yes. I will do. The - if you check this - this first portion that is big was for the total amount of money.

CHAIRPERSON: Yes.

10 MR MXOLISI DUKWANA: That they have earmarked and how they would Chair share it ...

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: But if you go to the extreme right ...

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: It was with the payments that were made as they were coming.

CHAIRPERSON: Ja.

MR MXOLISI DUKWANA: As you would - as you would see that there was a payment that was made in December. There were two payments that were made. The one was 20 million followed by the 31 million in December and this would be your 51 million.

CHAIRPERSON: Hm.

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MR MXOLISI DUKWANA: That was there. So one assumes that every time there was payment ...

CHAIRPERSON: Hm.

MR MXOLISI DUKWANA: The cost to business would then be paid.

CHAIRPERSON: Oh. Okay, okay.

MR MXOLISI DUKWANA: And they would be paid these amounts that are - are shown there but as you pay ...

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: It was going to go to the total that each person ...

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: Would at the end ...

10 CHAIRPERSON: Okay.

MR MXOLISI DUKWANA: Would have received ...

CHAIRPERSON: Okay.

MR MXOLISI DUKWANA: But in this case it - it is not like 10 million and then you getting the 10 million just like that.

CHAIRPERSON: In one payment.

MR MXOLISI DUKWANA: The first payment is - is 20 million that we get.

CHAIRPERSON: Hm.

MR MXOLISI DUKWANA: Then we give you the amount that ...

20 **CHAIRPERSON**: Ja.

MR MXOLISI DUKWANA: And then we will give you one million give you this and it was meant for that. So the second payment is made ...

CHAIRPERSON: Hm.

MR MXOLISI DUKWANA: And the people who - who would have received would be - would be shown that this person got this amount of

money.

CHAIRPERSON: Okay. No that is fine.

ADV PHILLIP MOKOENA SC: Any other thing that you wish to explain to the Chair in relation to the spreadsheet on page 12 - 124?

MR MXOLISI DUKWANA: On - I just want to say Chairperson the names here as I explained why I am - I am confident that they refer to these people that are here including Mr X is what I explained to you.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: That it was a discussion that we had ...

10 CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: And I still met with one person who was a partner at some stage Tata Mogwera (?) ...

CHAIRPERSON: Hm.

MR MXOLISI DUKWANA: In - in the province and then unfortunately Mr Mpambani passed on.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: So we - we had these kinds of engagements.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: So this would be much clearer in terms of

20 the names ...

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: But if you check there and that email that - that was the supplementary evidence.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: That was said everything is sorted out with

the adjustment from one million for JT to 500.

CHAIRPERSON: Hm.

MR MXOLISI DUKWANA: Meaning that everything that was paid for that duration ...

CHAIRPERSON: Hm.

MR MXOLISI DUKWANA: But - and if you check that was for with that information it was the third payment that was made. In this case it was 500 000 instead of what was - was done - was paid.

CHAIRPERSON: Okay. Huh-uh.

10 ADV PHILLIP MOKOENA SC: If you turn to page 16 of your witness statement and in line with what you reference to paragraph 52.3. From 52.3.1 onwards you give the specific names which you say that those abbreviated names actually represents. Am I correct?

MR MXOLISI DUKWANA: You are correct.

ADV PHILLIP MOKOENA SC: And you say that this you are able to state with certainty flowing from your own discussions with the source of the information.

MR MXOLISI DUKWANA: Yes. He - when - because I - I knew certain people by their surnames.

20 **CHAIRPERSON**: Yes.

MR MXOLISI DUKWANA: So when he said TM to me I wanted to know but who is this TM.

CHAIRPERSON: Huh-uh.

MR MXOLISI DUKWANA: Why are you referring to this person as TM

...

CHAIRPERSON: Huh-uh.

MR MXOLISI DUKWANA: And he then said it is Thabo Mokhesi.

CHAIRPERSON: Huh-uh.

MR MXOLISI DUKWANA: And I wanted to know who is Thabo Mokhesi because I - I know Mr Mokhesi. The HOD of the Department of Human Settlement in the Free State and he said that is what they know him to be as TM and he says why - and I wanted to know what is T. He says I found him. They call him Thabo etcetera. He says it is Thabo Mokhesi.

The HOD in the - in the Free State - the Human Settlement in

the Free State referred to as Thabo - Thabo Mokhesi. He is referred to

as TM in this case. That is what he said and then AM ...

CHAIRPERSON: Well before you go I think so that one can understand it correctly. Now that you are mentioning who is who then I think you must just repeat in terms of the spreadsheet what it shows was paid to who.

ADV PHILLIP MOKOENA SC: Maybe what would assist is if you can open page 124.

CHAIRPERSON: Ja, page - in other words as you explained who certain initials refer to. You go to 124 and just mention that ...

20 ADV PHILLIP MOKOENA SC: How much was he paid.

CHAIRPERSON: That amount is what that person got.

ADV SMANGA SITHINI: Chair can it be ...

CHAIRPERSON: Yes.

ADV SMANGA SITHINI: Can it be - he can mention that minus Mr X?

CHAIRPERSON: Yes of course. Of course.

ADV SMANGA SITHINI: Right.

CHAIRPERSON: No, no he - I took it that we all know that ...

ADV SMANGA SITHINI: Yes.

CHAIRPERSON: Mr X remains Mr X.

ADV SMANGA SITHINI: Yes correct.

CHAIRPERSON: Yes. Ja. No, no.

ADV SMANGA SITHINI: But he can state how much Mr X have - was

paid.

CHAIRPERSON: Ja. He - he - I think he has stated - he can say how

10 much Mr X got

ADV SMANGA SITHINI: Chair the other thing may Mr Dukwana not

mention the details pertaining to Mr X in the statement.

CHAIRPERSON: That would - that would give a clue?

ADV SMANGA SITHINI: Correct.

CHAIRPERSON: Ja.

ADV SMANGA SITHINI: It will give a clue. So what ...

CHAIRPERSON: Yes.

ADV SMANGA SITHINI: With in line with the inclination of the

Chairperson ...

20 **CHAIRPERSON**: Yes.

ADV SMANGA SITHINI: Yesterday.

CHAIRPERSON: Yes.

ADV SMANGA SITHINI: He should not even make reference to where

Mr X could possibly ...

CHAIRPERSON: Yes.

ADV SMANGA SITHINI: Be located.

CHAIRPERSON: Yes.

ADV SMANGA SITHINI: Thank you.

<u>CHAIRPERSON</u>: Yes. No, no I think - I think that was the understanding yesterday.

ADV SMANGA SITHINI: Yes. Since Chair he has already mentioned how much Mr X allegedly received ...

CHAIRPERSON: Hm, hm.

ADV SMANGA SITHINI: According to the spreadsheet.

10 CHAIRPERSON: Hm.

ADV SMANGA SITHINI: Which is the email exchanges between two persons.

CHAIRPERSON: Hm.

ADV SMANGA SITHINI: Who are - who were directors of these two companies.

CHAIRPERSON: Hm.

ADV SMANGA SITHINI: Blackhead and Diamond Hill. Then we move to TM.

CHAIRPERSON: Yes. Let us - let us leave out ...

20 ADV SMANGA SITHINI: There he can explain.

CHAIRPERSON: Mr X, ja. That is fine.

ADV SMANGA SITHINI: Thank you Chair.

CHAIRPERSON: Ja.

MR MXOLISI DUKWANA: Can I quickly point out Chairperson that the the amounts that you see there are the amounts earmarked - the cost

for total business but as you pay - as he got paid he will pay a certain amount of money. So the - the 10 million was not paid like that.

CHAIRPERSON: In - in ...

MR MXOLISI DUKWANA: In term of the spreadsheet.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: Yes.

<u>CHAIRPERSON</u>: It - it - there were several - there would have been several payments ...

MR MXOLISI DUKWANA: Yes.

10 CHAIRPERSON: Which totalled 10 million.

MR MXOLISI DUKWANA: So every time he received payment ...

CHAIRPERSON: Ja.

MR MXOLISI DUKWANA: He would effect this payment.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: At the end of it all ...

CHAIRPERSON: Ja.

MR MXOLISI DUKWANA: One believes that after everything was done

. . .

CHAIRPERSON: Yes.

20 MR MXOLISI DUKWANA: These people would have received this amount.

CHAIRPERSON: The total amounts given.

MR MXOLISI DUKWANA: Yes.

CHAIRPERSON: Ja. No that is fine.

ADV PHILLIP MOKOENA SC: So you may proceed then from TM.

MR MXOLISI DUKWANA: TM was - was (intervenes).

ADV PHILLIP MOKOENA SC: You are still explaining how - how you knew (intervenes).

MR MXOLISI DUKWANA: I explained that as - as the head of the department in the Free State of Human Settlement was earmarked to receive five million and after the first payment that was received the person got one million and the second one he got one million and the third one he got 500 000. So in total according to the spreadsheet - the spreadsheet he got 2.5 million. In three batches.

10 <u>CHAIRPERSON</u>: I am sorry. Are you still with TM or are you dealing with somebody else now?

MR MXOLISI DUKWANA: I am dealing with TM.

CHAIRPERSON: Ja. In total he got five million you say?

MR MXOLISI DUKWANA: In total he is supposed to get five million.

<u>CHAIRPERSON</u>: Oh that was - are those amounts - amounts that he was - they were supposed to get and then you break them down in the other columns?

MR MXOLISI DUKWANA: That is correct.

CHAIRPERSON: Okay. Just continue.

20 MR MXOLISI DUKWANA: If you check you - you will see that for instance the - the - Mr X was supposed to get 10 million ...

CHAIRPERSON: Oh.

MR MXOLISI DUKWANA: Chair.

CHAIRPERSON: Okay, okay.

MR MXOLISI DUKWANA: And then if you check in the column there

how much was paid ...

CHAIRPERSON: Okay.

MR MXOLISI DUKWANA: And it will add this side. It is three million.

CHAIRPERSON: Okay. No, no now I ...

MR MXOLISI DUKWANA: If you check that.

CHAIRPERSON: Now I ...

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MR MXOLISI DUKWANA: I - I hope you understand now.

CHAIRPERSON: No now I think I understand. I think you - you - maybe based on the email that went with this spreadsheet I may have confused. I - I thought that it - the spreadsheet represented amounts that had already been paid and that where it says 10 million it would just show the total and what is shown in other columns would be how that 10 million was made up of - but in respect of amounts that had already been paid but what you are saying is the 10 million or five million would be what the person was supposed to get at the end of the whole project.

I guess and then the other columns reflected what had been paid as at the time when this spreadsheet was prepared?

MR MXOLISI DUKWANA: Yes.

20 **CHAIRPERSON**: And in regard to TM ...

MR MXOLISI DUKWANA: In regard to TM ...

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: The total amount received in this case if you check the first payment was supposed to be that and it is clear that as you look at that that he did not get the total amount as it was alluded to

but so far from this spreadsheet and from the column that is there this is the amount that he received here.

CHAIRPERSON: 2.5 million?

MR MXOLISI DUKWANA: 2.5 million.

CHAIRPERSON: Out of the 10 million.

MR MXOLISI DUKWANA: Out of five - 500 ...

CHAIRPERSON: Out of the five million he was supposed to get?

MR MXOLISI DUKWANA: Out of the five million.

CHAIRPERSON: Okay. So he got about - he had received about - he

10 had receive half of what he was supposed to receive at the end?

MR MXOLISI DUKWANA: Yes sir.

CHAIRPERSON: Okay. Yes.

ADV PHILLIP MOKOENA SC: Mr Dukwana ...

MR MXOLISI DUKWANA: Yes.

ADV PHILLIP MOKOENA SC: I - I am not sure. I see that 2.5 but next

to 2.5 there is an amount on the right hand side that says one million.

What does that represent?

MR MXOLISI DUKWANA: This if you check there ...

ADV PHILLIP MOKOENA SC: (Intervenes).

20 MR MXOLISI DUKWANA: There was also a payment of 51 million.

ADV PHILLIP MOKOENA SC: Yes.

MR MXOLISI DUKWANA: You see that?

ADV PHILLIP MOKOENA SC: Yes.

MR MXOLISI DUKWANA: There was a payment meaning they got the two and this total is five million - it is 51 million. If you check that

spreadsheet you have this first payment and the second payment and then it goes there as 51 million.

ADV PHILLIP MOKOENA SC: Yes, but ...

MR MXOLISI DUKWANA: Yes.

ADV PHILLIP MOKOENA SC: In relation to TM ...

MR MXOLISI DUKWANA: Yes.

<u>ADV PHILLIP MOKOENA SC</u>: (Intervenes).

MR MXOLISI DUKWANA: What I am trying to show you is that is the

one million paid ...

10 ADV PHILLIP MOKOENA SC: Yes.

MR MXOLISI DUKWANA: And then there is 1.5 million paid.

ADV PHILLIP MOKOENA SC: 2.5.

MR MXOLISI DUKWANA: There is 1.5 and then if you - you break it down it is one million, one million, one million, 500 000.

ADV PHILLIP MOKOENA SC: Oh I see.

CHAIRPERSON: Oh.

ADV PHILLIP MOKOENA SC: |- | am ...

MR MXOLISI DUKWANA: Ja.

ADV PHILLIP MOKOENA SC: I am not sure if I understand.

20 MR MXOLISI DUKWANA: Am I losing you?

ADV PHILLIP MOKOENA SC: I thought ...

MR MXOLISI DUKWANA: No, no.

ADV PHILLIP MOKOENA SC: I thought you said to the Chair that column that says 2.5 on the - on the right hand side. You see on top it says year one. Can you see?

MR MXOLISI DUKWANA: It says year one.

ADV PHILLIP MOKOENA SC: And then but what confuses me I see - I see 2.5 but there is a - an amount of one million which I am not - I am not sure what does it represent.

MR MXOLISI DUKWANA: I indicated if you - if you check that - if you check the spreadsheet Mr Mpambani was very meticulous in working these things. He would get all the details and I hope you will not be confused by this. The first payment, the second payment and the third payment.

10 <u>CHAIRPERSON</u>: I am sorry Mr Dukwana. Maybe because Mr Mokoena and I seem to have a similar problem. Maybe if I explain it - the ...

MR MXOLISI DUKWANA: Oh.

CHAIRPERSON: I check with you whether ...

MR MXOLISI DUKWANA: Okay.

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CHAIRPERSON: I understand it correctly. It might help. Is - is the position the following that - I hope I will not going - I am going to cause more confusion. Is the position that the big column on the left which has got R300 000,00 - 300 000 units and 250 - 255 million that when you look at that big column which has got its own columns the amounts of 10 million, five million, 10 million and so on and so on that is what each person mentioned there was supposed to get when the whole project was finished. Am I correct so far?

MR MXOLISI DUKWANA: You are correct Chair.

CHAIRPERSON: Okay. Then you go to the next column. It says 255 million. That is the value of the whole project. Then the column on the

right hand side of that column which has got five million at the top. 2.5 million below that and so on and then it has got two million next to five million. That was an allocation for each person. The amounts appearing under those columns reflect allocations of what each person was supposed to get in the first year?

MR MXOLISI DUKWANA: Yes sir.

CHAIRPERSON: Is that - am I correct so far?

MR MXOLISI DUKWANA: You are correct so far.

CHAIRPERSON: Okay, but those amounts the five million and the two
million and the first year they are amounts that are part of the 10
million in the case of Mr X for example?

MR MXOLISI DUKWANA: Yes sir.

CHAIRPERSON: That is correct?

MR MXOLISI DUKWANA: That is correct sir.

<u>CHAIRPERSON</u>: Okay. Then you go outside of that column and then you have got at the top 51 million. Alright?

MR MXOLISI DUKWANA: Yes sir.

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CHAIRPERSON: And then below R51million you have got a kind of two columns without lines, the one relating to Mr X there is two million and then you've got three million next to it, and then you've got other amounts which are — which relate to the other people. Would I be correct to say that those amounts which are under that 51million are amounts that they were supposed to get not out of the 255million but out of the 51million, in other words was the 51million part of the 255million or was it additional?

MR MXOLISI DUKWANA: If you check the project value, it's 255million.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: And if you check the financial year he believed that they would have got 127 500 000 and then that would be the second year they will get this, so in terms of the payment they would be in batches but the first year they would pay the 500, the 5million or half of it.

CHAIRPERSON: Yes.

10 MR MXOLISI DUKWANA: If you are to get 10million they will pay you half of it the first year.

CHAIRPERSON: Yes, yes.

MR MXOLISI DUKWANA: So if you take the first year in that column what it means in relation to the first financial year this person would get R5million, the other one R2.5million, and if you check the cost of business for TM is R5million but the first year if that amount is paid the person would have received this amount of money, R2.5million.

CHAIRPERSON: Mmm.

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MR MXOLISI DUKWANA: You understand, in the first year, and then the payment, the actual payments that were made are appearing there, the first payment, the second payment and then the third payment.

CHAIRPERSON: Well it may be that we will not understand everything but it ought to be possible maybe to find somebody who might be able to explain it much more clearer in due course. Mr Mokoena, it ought to be ...(intervention)

ADV PHILLIP MOKOENA SC: Yes Chair, with only question to Mr Dukwana that I want to know from this spreadsheet what are the actual amounts that are paid, let's leave everything else. Let's just simplify it, we can see that, let's talk to the person and what is the actual amount received, then we can deal with others later.

MR MXOLISI DUKWANA: Can I put it this way Chairperson that the person and what was earmarked for the person as to how much he received it is something that you will work it out there.

CHAIRPERSON: If you are not able to say how much was actually paid according to the spreadsheet to that person that's fine, but if you are able to say that (indistinct) how much was actually paid according to the spreadsheet you say both, it just depends what you are able to say.

MR MXOLISI DUKWANA: Chairperson to avoid the confusion that I see coming in I think it would be better as you suggested that we just give the figures, the amount, the payments would then come in, the person that would be attached to that, that would be better that way.

CHAIRPERSON: Yes, that's fine.

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MR MXOLISI DUKWANA: So that we move from there.

CHAIRPERSON: So let's do that, just the total amount that was, that the person was supposed to get.

MR MXOLISI DUKWANA: Was supposed to get when the total amount was paid.

CHAIRPERSON: Ja, okay let's do that.

ADV PHILLIP MOKOENA SC: Chair do we do this exercise that has consumed us now before lunch or after lunch?

CHAIRPERSON: Well if he is going to just say these initials represent so and so, this is what he was supposed to get we can do that because it should be guick and then we can adjourn.

ADV PHILLIP MOKOENA SC: Mr Dukwana let's try.

MR MXOLISI DUKWANA: Chairperson just to make the number of units here will be 300 000, 300million, there would be 300 000 units and the rate per unit is 850 and the project value, the cost of business in this case with the units with the initials Mr X earmarked to get 10million, TM as I explained, Thado Magesi as the head of the department R5million, AM in this case is Ace Magashule, R10million as the Premier of the Free State then, OM is Olum Lamlele that's R1million, he was the head of the department, MEC of the department at the time and then the MEC in this case although he explained to me what this MEC means he called a number of other people as MEC and I will rather not mention this one.

CHAIRPERSON: Okay, you are not sure.

MR MXOLISI DUKWANA: Because he mentioned another of other people, we will say MEC this and then when I ask him he will give me another name and I say MEC (indistinct) he talks of another MEC and then he will give another name so I will not be (indistinct) in this case mention this one

CHAIRPERSON: Yes okay.

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MR MXOLISI DUKWANA: And then these are the people that he mentioned, and if you check the argument here is all these people were key in securing this project, Thadu Magesi was the one who made it

possible appointing and all those things and Me Olum Lamlele is the MEC then of the Department will be given that and then you have also Ace Magashule as the Premier of the Province who get that amount as stipulated there.

CHAIRPERSON: Okay, thank you. So the other names that are mentioned are people that you don't know?

MR MXOLISI DUKWANA: No he never spoke about these.

CHAIRPERSON: He never spoke about them, okay.

ADV PHILLIP MOKOENA SC: Do you know who is Martins Steve and

10 Rantwa you don't know them?

MR MXOLISI DUKWANA: No I don't know them.

ADV PHILLIP MOKOENA SC: Do you know who is JT, Diedericks, you know them?

MR MXOLISI DUKWANA: No I don't know them.

ADV PHILLIP MOKOENA SC: Yes.

MR MXOLISI DUKWANA: But all I know about the JT when we spoke at the time he was going to Kimberley and he was to meet JT and when he said JT to me he said Jimmy Tawu and he was going to meet Jimmy Tawu and he said he is JT, so that's why I have the name as JT there.

20 ADV PHILLIP MOKOENA SC: And the Diedericks do you know?

MR MXOLISI DUKWANA: No.

ADV PHILLIP MOKOENA SC: Yes.

MR MXOLISI DUKWANA: I don't know Diedericks.

ADV PHILLIP MOKOENA SC: Chair would we adjourn at this moment?

CHAIRPERSON: Yes we will take the lunch adjournment and we will

resume at five past two.

We adjourn.

REGISTRAR: All rise.

INQUIRY ADJOURNS

INQUIRY RESUMES

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CHAIRPERSON: Are you ready Mr Mokoena?

ADV PHILLIP MOKOENA SC: We are ready Chair.

CHAIRPERSON: Before you proceed Mr Dukwana just to maybe wrap up what you may have to say about the spreadsheet is it correct to understand the spreadsheet to have been part of a conversation between two partners in the same joint venture or co-directors or keeping the same project, Mr Bambani to Mr Sode?

MR MXOLISI DUKWANA: Yes it will be correct.

CHAIRPERSON: So the one was writing to the other?

MR MXOLISI DUKWANA: Making aware the other aware of how the money was spent.

CHAIRPERSON: Of how the money was either meant to be divided and how part of it may have been already paid, ja okay.

ADV PHILLIP MOKOENA SC: Mr Dukwana we have exhausted that topic, can we move on to page 18, page 18 Chair in those paragraphs apparent from that page you seem to be making very strong statements, do you wish to summarise for the Chair what you are conveying in those paragraphs and take us please through paragraph 53 to 58.

MR MXOLISI DUKWANA: Chairperson with the information that we have presented today and many others, one I submit that the

involvement of Mr Magashule in this asbestos audit heist makes him unfit to hold public office of the Office of the Secretary General of the ANC. Mr Magashule's suitable place of abode in public in a jail cell. If our law enforcement agencies were well oiled Mr Magashula and all those who aided and abetted this asbestos audit should be doing time in jail.

To date no eradication of asbestos roofs has been carried out in any township in the Free State to asbestos roof (indistinct) yet, 255million has been advanced to Blackhead Consulting Joint Venture and the 77million of the State fund is a subject of a litigation in our courts, and our law enforcement agencies are doing nothing. I invite the Commission to investigate and subpoena the Provincial Head of the Department of Housing, Mr Thabo or Mr Nthimotse Mokhesi. The Chief Finance Officer at the time, the Head of Supply Chain in the Department and the then MEC of Human Settlement.

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Mr Magashule was the Premier at the time, Ms Cholota and Ms Moroaki should be no exceptions. The MEC of Finance in the Free State at the time and Head of Treasury at the time have some explanation to do also. Ma'am Mokoena should come to the Commission to explain the circumstances that led her to request funding from Mr Magashula for her daughter's education abroad.

The office of the Auditor General in the Free State would be a great resource to the Commission. The Commission and the people of South Africa, in particular the Free State, deserve to know the truth about this asbestos audit heist. The Commission would also do well to

subpoena government officials who were at the helm at the time of this process, and in this case I mention a number of people in the Department, but I must say that I am not suggesting that the persons at the National Department of Human Settlements cited above were involved in the asbestos audit heist. Me thinks the asbestos audit heist would not have occurred without their knowledge.

What begs the question is why this project was undertaken only n the Free State. Asbestos roofed houses are found in all provinces, even the Free State alone R255million was spent for a purported asbestos audit. How much of the amount was from the public payers – I beg yours?

CHAIRPERSON: The National Public Payers.

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MR MXOLISI DUKWANA: From the National Public Payers via the National Department of Human Settlement. I have a reasonable belief that the Free State Government under Mr Magashule was the only fertile ground in the country for this asbestos audit heist to be staged and executed.

The Commission should also commission an audit to be conducted on any payments made from Blackhead Consulting Joint Venture to any persons or private entities. Further the Commission ought to investigate if ever there were municipalities and other Organs of State in the Free State that were contracted to either Blackhead Consulting or (indistinct) Joint Venture.

ADV PHILLIP MOKOENA SC: Yes, the paragraphs on page 20, paragraphs 3 and 64 you have already alluded to that allegation to the

Chair, you don't need to deal with those allegations any more.

MR MXOLISI DUKWANA: Yes.

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ADV PHILLIP MOKOENA SC: Now can you move on to deal with a new topic in your statement, which is introduced from page 20 and paragraph – with reference to paragraph 65, you are also referring to ...(intervention)

CHAIRPERSON: Maybe before that Mr Mokoena so in regard to the Asbestos Eradication Project are you saying as a matter of fact that actually no asbestos was removed from houses or are you saying they may have removed it from some houses but certainly not as many as they were meant to do in terms of 300 housing units?

MR MXOLISI DUKWANA: Chairperson it is clear from the records that we have presented that the intention was just to do the audit, and that was it, that was done. The part of the eradication of this would have been the other as I say the other project but in as far as this and in terms of the instructions that were received from the Department it was for the audit of the 300 000 houses at R850 per unit totalling R255million for that alone and this is what was done and if you check even in the report here that the period I thought that the evidence leader would also just for the record the report itself that they submitted and if you check the period that the contract was from the 1st of December and it ended and the report, the final report was given in February, now if you look at that only 255million was paid for a project that took December, January and then February and everything was there, so there was no eradication of this or removal of these asbestos

housing meaning besides the fact that they made an appeal that this would help in terms of the wellbeing of the people of the Free State but the money is spent, the money is lost, and our own people in the Free State who are still in this asbestos roofed houses are still experiencing the same conditions even before the haste that this project was dealt with in the first place.

That is why when I indicated there was no urgency they should have gone through the processes and invited other people to participate in this.

10 CHAIRPERSON: But let me just understand I may have misunderstood at the beginning, I thought that the 255million in terms of the letter of appointment at page 94 I thought that the R255million would have included the removal of the actual asbestos roofs and I guess you can't remove without putting in something else, and putting whatever was acceptable, but maybe to think that all of that could have been done on the basis of R255million is not realistic for 300 000 houses, but are you saying that as you understand the project the instruction to this joint venture was simply to do the audit, identify which houses had asbestos roofs, you mentioned the assessment as well, are you saying that your understanding is that the R255million did not go beyond them doing that?

MR MXOLISI DUKWANA: Chairperson that's why I thought it would be wise if we go to the ...(intervention)

CHAIRPERSON: To the report.

MR MXOLISI DUKWANA: To the report and just allow the Chairperson

to get the glimpse of that report. In fact ...(intervention)

<u>CHAIRPERSON</u>: Yes we could go there but what you can tell me is your own understanding.

MR MXOLISI DUKWANA: Nothing of that sort. My understanding is the report in fact in terms of the letter you know to the Department it was for the audit as well as for the eradication and the removal of the rubble to a safer place.

CHAIRPERSON: Oh, okay.

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MR MXOLISI DUKWANA: And what also the — what the instruction was also clearly indicated that it was for the audit of the asbestos house.

CHAIRPERSON: Okay just to make sure that we have the same understanding, your understanding if I understand you correctly now your understanding might be the same as mine then, is the position that as you understand the letter of instruction to perform, the letter at page 94 from the head of department, is your understanding that it was instructing them to do the audits, make the assessment, remove the asbestos, take it to a particular site and replace, make a replacement on the roofs, was that your understanding?

MR MXOLISI DUKWANA: Initially that is what was supposed to be but

if you check the letter it talks of assessing, auditing and – what did
they use, the word, if we can go to there.

CHAIRPERSON: I think it's page 94 if my recollection is correct.

<u>ADV PHILLIP MOKOENA SC</u>: Are you looking for the report or the letter?

CHAIRPERSON: The letter.

MR MXOLISI DUKWANA: The letter.

ADV PHILLIP MOKOENA SC: It's page 94.

MR MXOLISI DUKWANA: The letter Chairperson of the instruction is audit, assess, and GPS all pre-94 housing units in the province and it says at a rate of 850, so that itself the instruction in this case excludes, there is no instruction to remove, it is only to audit, to assess and GPS all these. At that rate that is given there 850 and that is what the report then does.

CHAIRPERSON: Also says that.

10 MR MXOLISI DUKWANA: Yes.

<u>CHAIRPERSON</u>: But I did ask earlier on what GPS means and I think you gave me an explanation but I can't remember what — is that something that they were supposed to do as well, in addition to auditing and assessing or ...

MR MXOLISI DUKWANA: They needed a company that would use whatever instruments ...(intervention)

CHAIRPERSON: GPS?

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MR MXOLISI DUKWANA: Just to deal with the identification of w here the property is and then have photos of the property itself, unit by unit, only those that will have asbestos, so they will be able to assess if they were to remove the roofing will that not affect the foundation and many other things.

CHAIRPERSON: So the reference to GPS is just for the pictures of the houses?

MR MXOLISI DUKWANA: Just for all that, that's it.

CHAIRPERSON: Ja, okay. Thank you. So the whole R255million was effective for identifying the houses that had asbestos roofs and making an assessment, in terms of the letter of appointment.

MR MXOLISI DUKWANA: In terms of the letter of appointment.

CHAIRPERSON: Okay, alright. Yes?

ADV SMANGA SETHENE: Chairperson you would recall that Mr Dukwana did take Mr Mokoena to page 96.

CHAIRPERSON: Yes.

ADV SMANGA SETHENE: No, 97, sorry.

10 CHAIRPERSON: Yes.

ADV SMANGA SETHENE: And asked Mr Dukwana to read paragraph two which is working relationship.

CHAIRPERSON: Yes.

ADV SMANGA SETHENE: That is the document that relates, it's an SLA agreement.

CHAIRPERSON: Yes.

<u>ADV SMANGA SETHENE</u>: And if the Chairperson have regard to that it says it says the Department appoints the service provider to assess/audit houses ...(intervention)

20 CHAIRPERSON: I'm sorry, I'm at 97.

ADV PHILLIP MOKOENA SC: At the bottom Chair.

ADV SMANGA SETHENE: At the bottom Chair.

CHAIRPERSON: Oh close to?

ADV SMANGA SETHENE: Correct, yes and I think that's what Mr Dukwana read into the record when he was being led by Mr Mokoena,

so it answers the Chair's question. And that is why Chair has characterised the whole contract as nonsensical, the letter of appointment says something, the SLA agreement says something and they relate to the same project.

CHAIRPERSON: Yes.

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ADV SMANGA SETHENE: Thank you Chair.

CHAIRPERSON: Okay Mr Dukwana you will confirm it looks like in terms of the 2017 agreement what they were supposed to do included disposal of asbestos to a certain site, to an approved designated disposal site but from what you have said that was not included in the letter of appointment. Is that correct? I haven't gone back to the letter of appointment but I understood you to be saying that?

MR MXOLISI DUKWANA: Yes as I say this is something, that's why I was saying it contradicts if it was done done by the lawyers they would have seen this, this one even on page 97 it says something, it includes there handling and disposal of asbestos sheets and the only way you can do that is by removing them, and then to the designated disposal site, but if you read the instruction that was given in this case it was only to assess and then to audit and GPS at that rate that was given, so there was no rate given for the removal and for other things in that letter.

CHAIRPERSON: Well I have just gone back to page 94, it appears that the only paragraph in page 94 where one can find what the HOD was saying this joint – this company should do appears in paragraph one.

MR MXOLISI DUKWANA: Yes.

CHAIRPERSON: And it says audit, assess and GPS all pre-1994 government housing units in the Province at a rate of R850 VAT exclusive per unit up to a maximum of 300 000 units [R255million VAT exclusive] hereinafter referred to blah-blah, will be payable for all audited units and it should be noted that all asbestos units are expected to be audited in the Province.

So if you say the reference to GPS doesn't involve removing it would appear that it doesn't say anything about, the letter doesn't say anything about removing.

10 MR MXOLISI DUKWANA: Yes it doesn't say.

CHAIRPERSON: Okay.

ADV PHILLIP MOKOENA SC: Yes.

ADV SMANGA SETHENE: And the emphasis there Chair it is always throughout that paragraph it is audit, audit, audit.

CHAIRPERSON: I'm sorry?

ADV SMANGA SETHENE: I'm saying that the emphasis in that paragraph it is audit, nothing else.

CHAIRPERSON: Yes, yes, okay thank you.

MR MXOLISI DUKWANA: And I just want to emphasize that it says here the number one in page 94 when it reads everything there the units and the amount of money that will be paid as a total project cost, it says will be payable for all audited units.

CHAIRPERSON: Yes.

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MR MXOLISI DUKWANA: You understand.

CHAIRPERSON: Yes.

MR MXOLISI DUKWANA: This means even if that unit that audit is not an asbestos it does not have an asbestos roof, you will be paid just by merely mentioning that this house and all those things, so that is where I was saying Chairperson it does not make sense for you needed to, that's why I was saying you could have done the assessment yourself and once you've got the report you would know exactly how many of these houses that have asbestos roof and then you would then say go and remove them and do one, two, three, so that would be a better way of doing things, but for them to say for you to do the assessment and also to do the auditing and GPS you do all the houses that is why where we say it is actually a scheme in this case, you siphoning the money, you use this, the 300 000, if you go to the report you will see that the houses that were said to be having asbestos roofs do not come close to 300 000, but this one says will be payable for all audited units and then it goes on to say and it should be noted that all asbestos units are expected to be audited in the province.

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Now that is where I get some difficulties, you say all audited units and then you say asbestos units are expected to be audited in the Province. My understanding is ...(intervention)

20 <u>CHAIRPERSON</u>: So you read that to include auditing units that might not have asbestos roofs, that's how you read it?

MR MXOLISI DUKWANA: I read it to say the first one, the first instruction is you do audit all the houses, the 300 000, but you must make sure that all units that have asbestos in the Free State are audited.

ADV PHILLIP MOKOENA SC: Maybe let me help you and the Chair and refer you to page 43.

CHAIRPERSON: 23?

ADV PHILLIP MOKOENA SC: 43 Chair.

CHAIRPERSON: 43.

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ADV PHILLIP MOKOENA SC: And simply read under that heading that says the field findings.

MR MXOLISI DUKWANA: The field findings Chairperson out of a total of all the Free State townships assessed via site visits the following were discovered. The actual number of residential units that contained asbestos could only be quantified after the physical audit has been done, however the audited encountered number of residential units containing asbestos is 36 303 stands and the stands walked physically and assessed is seen at more or less or plus minus 300 000.

ADV PHILLIP MOKOENA SC: So that is the point that you are making that the only ones that were assessed were 36 000 yet you will be entitled to be paid the entire amount of 300 000 units.

MR MXOLISI DUKWANA: What it means if you were to do the calculations you will then say for the asbestos and everything you would then say 36, the GPS would say 36 303 multiplied by 850 and that is what you will pay but ...(intervention)

CHAIRPERSON: And it would be much less.

MR MXOLISI DUKWANA: It would be much less but you pay for the R300 000 that were physically assessed, walked in and assessed so you still pay the 850.

CHAIRPERSON: But the question then is or before I ask that, is this page 43 part of the report that – of the company.

MR MXOLISI DUKWANA: The report starts on page 39 Chair.

CHAIRPERSON: Yes, but this is part of the report?

ADV PHILLIP MOKOENA SC: Yes that's part of the report.

MR MXOLISI DUKWANA: Yes.

CHAIRPERSON: Now what would have been the justification for the HOD to instruct that they should audit even houses that did not have asbestos roofs, because you can see whether the roof is asbestos without even going into the house. Are you able to throw light on that?

MR MXOLISI DUKWANA: That's what I indicated and that is the reason why I referred to this as a heist.

CHAIRPERSON: As a heist.

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MR MXOLISI DUKWANA: That the – there was a number specified from the beginning, that is 300 000, and there is a figure per unit which is 850 and there is a total budget that is there t hat is for this project 255million, so working it out there you just work the total amount and work everything and say go down so you work all this and you make sure that you get the money, all of it, and you can justify that I went to the house and the house does not have an asbestos and I went to these only 36 out of 300 000 in the whole of the Free State.

CHAIRPERSON: Well I have a suspicion that your counsel has quickly calculated what it would have been, 850 for 36 000 houses if anybody has I would like to know the figure. Oh he hasn't.

ADV SMANGA SETHENE: No Chairperson the only thing that I

thought the Chairperson needed an answer to is what is a GPS.

CHAIRPERSON: Yes.

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ADV SMANGA SETHENE: If you go to page 55 it answers the Chairperson.

CHAIRPERSON: Yes. Oh geographical information system.

ADV SMANGA SETHENE: Yes. No, no Chair you go down there.

CHAIRPERSON: I'm sorry, did I look at the wrong one.

ADV SMANGA SETHENE: Other electronic special database it will say the GPS position of the house can be met at the added advantage that each of the above can later be revised by GPS and navigation, so the way they were talking about that information that they will get.

<u>CHAIRPERSON</u>: Okay, okay. But so 36 000 housing units at R850 per unit will be far less than the ...(intervention)

MR MXOLISI DUKWANA: The 225 million.

CHAIRPERSON: It's about R5million.

MR MXOLISI DUKWANA: No I am saying it will be far ... (intervention)

CHAIRPERSON: Far less ... (intervention)

MR MXOLISI DUKWANA: Than R250 million.

CHAIRPERSON: But as far as you know Mr Dukwana because obviously you have spoken to people and you have looked at documents is there anything that you have come across that says what the justification was why housing units that did not have asbestos had to be visited?

MR MXOLISI DUKWANA: Every time you engage on this the only conclusion that one comes to is that it was only motivated by greed

and make sure that you get as much money from the whole project and you could see also by the requests that were coming that these people would not mind if in any project Chairperson you need to have a bit of quantities and make sure, especially this, you would know that this is how much t his project would cost if you had to do that, but for a person starting anywhere you start with say there's R50million that we put aside for cost for business and then if you go again at the end you've got R77million that in the papers that Ms Cholota also placed in this case also indicate that the R77million the last payment was for - it was a profit for them because they did not have any overheads etcetera, so meaning the 77 million was to be shared. If you go there you will see the report indicates that upon discovering that 77million was paid they had a meeting and in that meeting they then took the 16 million, the 17 million and shared it equally and the money that was left because it was said they were over the report in the report in their papers that they submitted to court he argues that the late Mr Mpambani indicated that the Public Protector had actually found out that they were overpaid by R77million, but then he realised that it was, that it was sixty - he said it was 60 million and then we had to share the 70 million out of the 77 million. Then he goes to Court to demand that half of the 60million is due to him and that must be paid, so that is why in the papers he demands 30 million of the 77 million because they would have shared the money, so what I'm trying to point out is you have 50 million cost to business, you have 77 million it works out to 127 million. Of that 255 million worth of project that goes as a profit that

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BEFORE THE JUDICIAL ENQUIRY INTO ALLEGATIONS OF STATE CAPTURE,
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF
STATE

SWORN STATEMENT

I, the undersigned,

NOMALANGA MOROADI SELINA CHOLOTA

do hereby make oath and state that:

- I am an adult female, and the former Personal Assistant (hereinafter referred to as "PA")¹ to the former Premier of the Free State Province, Mr. Elias Sekgobelo "Ace" Magashule ("Mr. Magashule"). Mr. Magashule is the current Secretary-General of the African National Congress ("ANC").
- 2 During my tenure as the Premier's PA, I was at all times situated at the Premier's Office at the Lebogang Building, Bloemfontein.
- I depose to this affidavit having been subpoenaed via summons to appear at the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State ("the Commission"),

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¹ The official term for the position is Appointment Secretary

established in terms of Proclamation 3 of 2018, published in the Government Gazette 41403 of 25 January 2018.

- The summons issued by the Commission dated 26 November 2019 requested that I appear before the Commission personally for the purpose of answering questions under oath or affirmation concerning my employment in the Office of the Premier of the Free State Province during 2015 and 2016.
- 5 Unless the contrary is indicated by the context, the facts and allegations contained in this sworn affidavit are all within my personal knowledge.
- To the best of my knowledge and belief, the facts and allegations contained in this sworn affidavit are true and correct in all respects.
- Where I make statements that relate to legal matters and/or submissions of law,

 I do so on the advice of my legal representatives. I accept that advice.
- I have read the excerpts of the founding affidavit deposed to by Mr. Mxolisis Dukoana ("Mr. Dukoana") as they relate to and/or implicate me and have be appraised of the contents of his testimony before the Judicial Enquiry into Allegations of State Capture, corruption and fraud ("the Commission") and respond thereto as contained herein.
- 9 Prior to responding to the allegations contained in Mr. Dukoana's affidavit and subsequent testimony before this Commission on 28 August 2019:
 - 9.1 I will first set out my professional background and qualifications;

- 9.2 Secondly, I deal with my duties and job responsibilities in the Free State

 Premier's Office as well as my duties and responsibilities in the offices of
 public officials I was employed prior to my appointment to the Office of the

 Premier, Free State;
- 9.3 Third, I deal with the allegations as they appear in the respective paragraphs of Mr. Dukoana's affidavit and address the content of the annexures attached to his affidavit;
- 9.4 Finally, I deal with the wildly speculative testimony of Mr. Dukoana in so far as it deal with issues under my control at the Office of the Premier.
- The scope of this affidavit, and by extension, my testimony, will deal with the allegations in so far as they are relevant to me.
- In this affidavit, I shall therefore respond only to the facts, emails, invoices, proofs of payment and other documents as they relate specifically to me in. My failure to deal with any allegation in the founding affidavit by Mr. Dukoana is not to be construed as an admission thereof.
- 12 I turn now to deal with each of the above in turn.

EMPLOYMENT BACKGROUND

In 2004, I commenced studies towards a National Higher Certificate, commonly known as an N.Dip in Accounting at the Central University of Technology in Bloemfontein, Free State.

- 14 Due to financial constraints, I was forced to drop out of my studies before moving on to the B. Tech degree in Cost Accounting.
- As a result of not being able to afford my studies, I sought employment and worked at various law firms in and around the Bloemfontein area during 2007 and 2008.
- In 2009, I gained my first entry into working for public officials when I was employed at the Department of Police, Roads and Transport in the office of the then-MEC Mr. Thabo Manyoni ("Mr. Manyoni"). I was employed as a receptionist in the Department until 2011.
- In 2011. Mr. Manyoni was elected as the Mayor of the Mangaung Metropolitan Municipality. I left my post as a receptionist in the Department of Police, Roads and Transport and joined the aforesaid Metropolitan Municipality as a receptionist.
- In mid-2012, I started once again longing to complete a B. Tech degree and started regularly approaching the Office of the Premier for information as to how I could apply for and receive funding. Approaching the Office of the Premier for financial assistance and/or bursary information is a long-standing practice by many students in the Free State who are in desperate financial need.
- I was not successful in gaining funding for furthering my studies, as a result I decided to rather drop off my Curriculum Vitae with the Premier's then-Personal Assistant ("PA"), one Ms. Maria Matsobane ("Ms Matsobane") who had been Mr.

Magashule's PA even before he became Premier during his years as the MEC of Sports, Arts and Recreation.

- 20 Ms. Matsobane retired from her position as the Premier's PA and to my great surprise and relief, I was appointed as her replacement in the position of the Personal Assistant to the Premier of the Province of the Free State.
- 21 I commenced employment on 1 August 2013 and remained in the position until my departure on 30 June 2019 to pursue further study.
- 22 Mr. Magashule vacated his position as Premier at the end of March 2018 to take up the position as Secretary-General of the ANC.
- 23 Mr. Magashule was replaced as Premier by Mrs Sisi Ntombela, for whom I also served as Personal Assistant until my departure from the Office of the Premier on 30 June 2019.
- 24 Thus, all in all, I was employed as a Personal Assistant in the Office of the Premier for a total of six (6) years and served as such to two incumbent Premiers of the Province of the Free State, namely *Ntate* Ace Magashule and *Mme* Sisi Ntombela.

MTO STATE

MY DUTIES AND REPONSIBILITIES IN THE PREMIER'S OFFICE

- I gained invaluable experience during my time employed in the public offices of the MEC, Transport, Mangaung Metropolitan Municipality and Office of the Premier, respectively.
- 26 My duties and job responsibilities at the Office of the Premier involved, but were not limited to:
 - 26.1 Acting as the first point of contact for the Premier;
 - 26.2 Dealing with correspondence to and from the Premier, which correspondence included phone calls, emails, direct communication/correspondence;
 - 26.3 Typing, compiling and preparing reports, presentations and correspondence on behalf of the Premier;
 - 26.4 Managing of the Premier's diary;
 - 26.5 Organising of meetings and appointments;
 - 26.6 Reminding the Premier of important tasks and deadlines;
 - 26.7 Managing databases and filing systems;
 - 26.8 Liaising with staff, various departments and the public;
 - 26.9 Collating and filing office expenses:
 - 26.10 Maintaining procedures and administrative systems.

- 27 Further to the above, my job required constant communication and liaison with the ten (10) departments that feel under the Premier's authority as the Head of the free State Provincial Government, namely the departments of:
 - 27.1 Agriculture and Rural Development;
 - 27.2 Cooperative Governance and Traditional Affairs;
 - 27.3 Health;
 - 27.4 Police, Roads and Transport;
 - 27.5 Provincial Treasury;
 - 27.6 Public Works and Infrastructure;
 - 27.7 Social Development;
 - 27.8 Sport, Arts, Culture and Recreation;
 - 27.9 Human Settlements; and
 - 27.10 Education
- Booking and arrangement of travel, transport and accommodation was largely the job responsibility of the assistant appointment secretary in the Office of the Premier, although I would from time to time also arrange same.
- 29 In short, as is the well established role of many Personal Assistants the world over, I was tasked with carrying out administrative work on behalf of the Premier.

THE FREE STATE DEPARTMENT OF HUMAN SETTLEMENT

- 30 At this juncture, I pause to note that Mr. Dukoana's founding affidavit and subsequent affidavit attempted to imply that I was involved in liaison in relation to what he refers to as the Asbestos Eradication Audit. I was not.
- 31 As will be shown below, not only was I not involved in that project/tender, there is no correspondence or liaison by me on behalf of the Office of the Premier in the annexures to the affidavit that supports Mr. Dukoana's allegations to that effect.
- I submit that the many attempts by Mr. Dukoana in both his affidavit and testimony to draw inferences of link between myself and the abovementioned project is wildly speculative and desperately contrived.
- In what follows below, I deal specifically with my liaison with one of the Departments referred to at paragraph 27 above, namely, the Free State Department of Education. I do on the basis that the various email correspondence attached as annexures to Mr. Dukoana's affidavit and canvassed with him during his 28 August 2019 testimony before this Commission, relate specifically to my liaison with this Department.

MTO STATE

THE FREE STATE DEPARTMENT OF EDUCATION AND RELATED CORRESPONDENCE

The Bursary Scheme vs Financial Assistance

- At the onset, I must draw a differentiation between the Bursary Scheme run by and disseminated by the Free State Department of Education ("Department of Education") and financial assistance disseminated to students in need by the Office of the Premier.
- The Department of Education has a Bursary/Scholarship scheme which provides for bursaries to well performing and deserving students in need that are based in the Free State or that seek to undertake study in institutions based in the Free State.
- Training and Development Institute, which institute was is a specifically created unit tasked with monitoring applications, awarding bursaries to qualifying students and creating a database for unemployed graduates.
- 37 Though this is an initiative of the Department of Education, many students would still approach the Premier's Office either for more information on bursaries or for assistance when the Department of Education had reached to limit of students it could afford to award bursaries to.

- I am advised that it is as a result of the above limit and the resultant enquiries by well deserving student in desperate need for financial assistance, that the Premier, Mr. Magashule elected to start assisting needy students who had good academic results with aid in the form of financial assistance or provision of resources such as laptops etc.
- 39 This was done by fundraising from various businesses, businessmen and women alike that resided in or did business in the Free State province.
- I was the person that was tasked with liaising with different businesses and businesspersons in relation to this fundraising and assisting needy students. My most common correspondence would be providing the business with the relevant account numbers of the different educational institutions and/or requesting proofs of payment from the businesses in order to forward same to the universities' financial departments or the student.
- During my six years at the Office of the Premier, over and above referring students for assistance from the Department of Education's Bursary Scheme, the Premier's Office itself provided financial assistance to students from tertiary students all over the country including but not limited to:
 - 41.1 The University of the Free State("**UFS**");
 - 41.2 The Central University of Technology ("CUT");
 - 41.3 University of Kwazulu-Natal ("**UKZN**");
 - 41.4 Durban University of Technology ("**DUT**");

- 41.5 Monash University ("MONASH");
- 41.6 University of Cape Town ("UCT");
- 41.7 University of South Africa ("UNISA");
- 41.8 Vaal University of Technology ("Vaal");
- 41.9 MANCOSA, a distance learning educational institution;
- 41.10 North-West University ("NWU")
- Provision of financial assistance for student registered at UNISA was specifically important as those students did not qualify to receive assistance from the Bursary Scheme.
- In the email at "NMSC-027" dated 10 April 2015, I provide the account numbers for CUT, UFS and NWU in which I request that the reference numbers be the respective student numbers of the students receiving financial aid.
- The proof of payment at "**NMSC-043**" reflects that payment was made for the studies of a student at MONASH university and makes use of the student's student number and last name as reference.
- The manner in which financial assistance was often disseminated was either through direct in person requests from students (see "NMSC-051" and "NMSC-051.1"), requests by students via email or referral of the students by either the Vice Rectors or the Student Representative Council ("SRC") of the respective institution.

Students studying at international institutions abroad

- Fundraising for financial assistance for students studying abroad was also done by the Premier's office. This fundraising was done locally and internationally, and this is one of the responsibilities that fell under the control of Ms. Ipeleng Morake ("Ms Morake"), who was the person on the Office of the Premier responsible for Intergovernmental Relations and anything that had to do with international students.
- As is well known, there are many students that are sponsored by the Ministry of Health to study medicine in Cuba. The Premier was invested in assisting these students as well and once facilitated the purchase of two hundred (200) laptops for students in Cuba.
- The invoice appearing at "NMSC-049" relates to the abovementioned 200 Intel laptops which were requested a aid to students in Cuba from Mr. Mpambani in the email dated 06 May 2015 at "NMSC-029".
- The SRC President referred to therein was a South African medical student who had requested the funds to arrange and celebrate Africa Day in Cuba with fellow South African students.

MTO STATE

Having provided the necessary context above, I turn now to deal with Mr. Dukoana's paragraphs ad seriatim.²

AD SERIATIM RESPONSES TO THE ALLEGATIONS IN DUKOANA'S AFFIDAVIT

AD PARAGRAPHS 1 - 4

51 Although I have no knowledge of the contents of these paragraphs, I note same.

AD PARAGRAPHS 37 - 43

- I have no knowledge of the Asbestos Eradication Audit, nor of any award of a tender to that effect by the Free State Department of Human Settlements.
- I have no knowledge of compliance or lack thereof with specific sections of the Constitution.
- As outlined above, my duties and responsibilities were such that as a Personal Assistant, the awarding of tenders in other departments fell outside my control and scope of duties.
- I am not aware of a Personal Assistant to a Premier in the public service that is tasked with control over or that would possess intimate knowledge of specific information in relation to a government tender.

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 $^{^2}$ Certain paragraphs of the Founding Affidavit were redacted. The paragraphs provided to me as attached in the summons are the following: paragraphs 1 -4, paragraphs 37 – 58 and paragraph 119.

AD PARAGRAPH 44

- The communication referred to in this paragraph between myself and Mr. Ignatius Mpambani was strictly as it related to financial assistance for students in need that had not been able to receive assistance from the Department of Education's bursary scheme.
- I am not, and have never been, in a position where I would know what implications any person's business could or could not sustain, nor do I know anything in relation to the so-called well-being of any person's business.
- I note that Mr. Dukoan's liberal use of the term "constant communication" to be misleading as it relates to five emails that all related to the provision of financial assistance to students.
- These emails were also sent to other businesses and business persons that operated in the Free State. The inclusion of these emails only by Mr. Dukoana is unfortunate and a clear attempt to create an impression about me that is unfair and misleading.

AD PARAGRAPH 45

60 Mr. Dukoana makes reference to the fact that I used the official email in my correspondence with businessman Mr Mpambani.

- Indeed, the emails were in the scope of my employment as a personal assistant to the Premier of the Free State and in relation to a financial assistance scheme spearheaded by the Premier's Office.
- There is nothing untoward about my sue of the official email in the carrying out of my day to day duties and in sending and receiving correspondence for the attention of the Premier.
- Once again, the implication by Mr. Dukoana that the communication was between myself and Mr. Mpambani in my personal capacity seeks to create a false narrative that there was something untoward about the communication.

 That is regrettable on his part.
- The monies discussed in these emails between Mr. Mpambani and myself all went to aiding students, wither in the form of financial assistance or in the form of purchasing resources such as laptops.
- The same communication took place with other business persons who were in a position to contribute to the financial assistance of students in need.

AD PARAGRAPH 46

66 I am advised by my legal representatives that the inference drawn by Mr.

Dukoana in this paragraph is illogical.

- I am further advised that the inference is far-fetched and want of supporting facts and evidence.
- I have already explained the financial assistance scheme in the paragraphs above, and have also explained what Ms Morake's role was in relation to international students.

AD PARAGRAPH 47

I have no comment of the opinion and allegation expressed by Mr. Dukoana in this paragraph.

AD PARAGRAPH 48 - 49

- 70 I have explained in great detail above the reason behind the financial assistance from the Premier's office.
- 71 I have also explained the role of Ms. Morake in relation to international students and intergovernmental relations.
- Having also outlined and explained the various ways in which students or parties on their behalf approached the Office of the Premier, I did not, and still do not, understand there to be anything untoward about the request made by Ms. Refiloe Mokoena for financial assistance of her daughter.

AD PARAGRAPH 50

- Any communication on my part with Mr. Mpambani was in done in my capacity as the Personal Assistant to the Premier of the Free State and in relation to the financial assistance of students in need.
- I specifically detest the wild allegation made by Mr. Dukoana that the socalled asbestos audit heist was executed through the Premier's office by myself employed by government at the behest of Mr. Magashule.

AD PARAGRAPH 51 - 58

I have noted the contents of these paragraphs and have nothing to state in relation to the allegations contained therein as they are irrelevant to me, save to note that I have been subpoenaed by this Commission as suggested by Mr. Dukoana.

AD PARAGRAPH 119

76 I have no knowledge of the allegations made by Mr. Dukoana in this paragraph.

CONCLUSION

- I reiterate that at all times, I performed my duties as the personal assistant to both Premiers to the best of my abilities.
- I categorically deny that any of the communication that went out from the emails of the Office of the Premier under my control that are subject to the the

allegations by Mr. Dukoana were in pursuit of anything other than the furtherance of the Premier's aim to assist as many students as he could help with financial assistance.

- In his testimony, Mr. Dukoana's wildly speculative allegations where I am concerned are made all the clearer by his failure to understand my role as a Personal Assistant and the distinction between the Department of Education's bursary scheme and the financial assistance to students in need by the Office of the Premier.
- To my knowledge, none of those persons assisted were related to myself or any person in the Office of the Premier, despite the implication by Mr. Dukoana to that effect in his testimony.
- There are countless graduates from various institutions who would not have completed their studies were it not for the intervention by way of financial assistance by the Office of the Premier of the Free State.
- I trust that my statement has proven to be of assistance to the Commission in gaining clarity as to my duties and role in my former position as the Personal Assistance to the Premier, and the purpose for the correspondence in the emails, proof of payment and invoices attached to Mr. Dukoana's affidavit.
- 83 Finally, I reiterate that any failure by me to deal with any of Mr. Dukoana's allegations should not be construed as my admission thereof. When

| consideration is had to the contents of my affidavit, it is clear that I indeed deny |
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| such allegations. |
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| NOMALANGA MOROADI SELINA CHOLOTA |
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| I CERTIFY that this Affidavit was SIGNED and SWORN to before me at |
| on this the 5 TH day of DECEMBER 2019, by the Deponent having |
| acknowledged that he/she knew and understood the contents of this Affidavit, had no |
| objection to taking this oath, considered this oath to be binding on his conscience and |
| who attached the following words: |
| "I swear that the contents of this affidavit are true, so help me God". |
| |
| COMMISSIONER OF OATHS |
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