

**COMMISSION OF INQUIRY INTO STATE CAPTURE**

**HELD AT**

**PARKTOWN, JOHANNESBURG**

10

**16 JANUARY 2019**

**DAY 34**

20

**PROCEEDINGS HELD ON 16 JANUARY 2019**

**CHAIRPERSON**: Good morning Mr Pretorius, good morning everybody.

**ADV PAUL PRETORIUS SC**: Good morning.

**CHAIRPERSON**: Thank you.

**ADV PAUL PRETORIUS SC**: DCJ

**CHAIRPERSON**: We are back and are you ready Mr Pretorius?

**ADV PAUL PRETORIUS SC**: Thank you.

**CHAIRPERSON**: Thank you.

**ADV PAUL PRETORIUS SC**: DCJ if we may start today by just informing the public  
10 generally of where the evidence leaders' plans stand for the moment, and to place  
the intentions of the evidence leaders over the next few weeks and months into a  
particular context. We will then deal with the preliminary matters relating to the  
witness to be called this morning.

**CHAIRPERSON**: Yes.

**ADV PAUL PRETORIUS SC**: So DCJ in the – Chair, in the first ...[intervenes].

**CHAIRPERSON**: Can I just ...[intervenes].

**ADV PAUL PRETORIUS SC**: I am sorry.

**CHAIRPERSON**: Can I just confirm that everybody, particularly at the back can  
hear, already I see heads being shaken so they cannot hear at the back. Does  
20 anybody know what is supposed to be done for everybody to hear? Can you hear  
now? Can you hear now? Yes thank you. Okay, yes Mr Pretorius.

**ADV PAUL PRETORIUS SC**: This is the first session of 2019 Chair, and it is  
perhaps apposite therefore to record the planning of the legal team for the first  
months at least of 2019. As we said in the opening address of the legal team, which  
in fact remains a good reference source for understanding the context in which our

evidence is given, we are governed by our terms of reference. In general terms, term of reference 3.1 or term of reference 1.1 to 1.3 deal with appointments and dismissals of Ministers, State functionaries, office bearers and undue influence exercised in respect of these appointments and dismissals.

The focus in particular is on the influence exercised by the Gupta family, but our terms of reference are not restricted to that. These terms of reference Chair, deal with any form of undue influence, the words used are inducement for gain over Ministers, office bearers, officials and personnel of State owned entities. They also deal with issues of governance.

10                So the evidence to date has largely been focused on these issues, but that evidence is not complete Chair, and there will be occasion during the next few weeks in particular, and perhaps even later than that where there will be further evidence in relation to those terms of reference which deal with appointments, dismissals of Government officials, Ministers and issues of governance, particularly at State owned entities.

                  Term of reference 1.4 Chair, deals with the unlawful award of tenders to benefit the Gupta family or any other family, individual or corporate entity. This evidence will be led in the coming months primarily under the rubric of the State owned entities. State owned entities such as Eskom, Transnet, Denel, South African  
20    Airways, SABC and others.

                  So Chair, the evidence that will be given will be given in tranches specific to particular State owned entities. We will begin with Eskom in the coming weeks. But that evidence will not be limited to State owned entities, and that will emerge when that evidence is led over the coming weeks and months.

                  We have dealt also with term of reference 1.6, which deals with the

award through irregularities, undue enrichment, corruption and undue influence of contracts, mining licenses, Government advertising in the New Age Newspaper and other Government services. And we refer there for example to the evidence given concerning the Government Communication and Information Service and the New Age Newspaper, about which there has been extensive evidence and which has become the matter of some controversy and those issues will be dealt with, as well as the expanded issues, mining licenses and the like under term of reference 1.6.

We have dealt comprehensively with term of reference 1.7 Chair, that is the closure of the Gupta bank accounts by the banks. We have also dealt  
10 comprehensively with term of reference 1.8, that is the appointment without due process of advisors to the then Minister Des van Rooyen. We have dealt with the circumstances in which that took place.

**CHAIRPERSON:** I guess when you say evidence relating to the appointment of advisors in the Ministry of Finance has been dealt with comprehensively, you do not want that to be understood to mean evidence in that regard has been completed because ...[intervenes].

**ADV PAUL PRETORIUS SC:** No, we have dealt with substantially ...[intervenes].

**CHAIRPERSON:** Are still - ja, so there are still witnesses to be called.

**ADV PAUL PRETORIUS SC:** As was stated in the opening address Chair, term of  
20 reference 1.5 and 1.9 deal with the nature and extent of the act of corruption. So having placed today in his historical context Chair, the focus of evidence in respect of 2019 is as follows, firstly to complete the categories of evidence to which I have just referred and that was led in 2018.

Secondly to deal comprehensively with State Capture corruption and fraud in the various State owned entities and Government departments.

Thirdly to deal at a level somewhat different from previous evidence with terms of reference 1.5 and 1.9, the nature and extent of corruption on the one hand in Schedule 2 entities, principally State owned entities and on the other hand National Government, Provincial Government and Municipal Government, and then to deal with remaining matters within our terms of reference.

For the immediate future, however, that is the evidence that will be led in the first part of 2019, there are two topics or categories of evidence that bear mention. You will recall Chair, that term of reference 1.4 talks of the unlawful award of tenders to benefit the Gupta family, but expressly mentioned in terms of reference 10 1.4 are references to other families, individuals or corporate entities, and the evidence of the next two weeks will focus here.

Secondly Law Enforcement Agencies Chair, there will be evidence from and concerning law enforcement agencies to follow the next two weeks. The view of the legal team is that central to the environment in which State Capture, corruption and fraud may take place and central to its detection and prosecution, and ultimately its prevention is the role and conduct of Law Enforcement Agencies, and a considerable tranche of evidence in the next two months will deal with these issues.

Having said that Chair, it is perhaps convenient then to deal with the evidence that will be led today and in the days that follow. Term of reference 1.1, if I 20 may refer to term of reference 1.1, reads:

"Whether and to what extent and by whom attempts were made through any form of inducement or for any gain whatsoever nature, to influence members of the National Executive, including Deputy Ministers, office bearers and/or functionaries employed by our office, employed by

or office bearers of any State institution or organ of State  
or directors of the Boards of SOEs."

So that part of term of reference 1.1 is bald. It is any attempt and by whom such attempts were made through any form of inducement or for gain. That is the focus of the evidence that will be led today. 1.4 of our terms of reference talks about the unlawful awarding of tenders by State owned entities or any organ of State to benefit the Gupta family or any other family, individual or corporate entity. And the evidence of this we can deal with other family, individual or corporate entity other than the Guptas.

- 10 **CHAIRPERSON**: Ja, I guess it might be important to emphasise that last part of 1.4 "any other family, individual or corporate entity doing business with Government or any organ of State."

**ADV PAUL PRETORIUS SC**: Yes.

**CHAIRPERSON**: Ja.

**ADV PAUL PRETORIUS SC**: So we will lead evidence Chair, over the next few days with your leave, that deals with the conduct of other family, individual or corporate entity as quoted there, doing business with Government or any organ of State.

- Then I have already referred to 1.5 and 1.9, the evidence to follow in the next few days will shed some light, if that evidence is accepted by you ultimately  
20 Chair, on the nature and extent of corruption both in relation to public entities and in relation to State entities.

So what is immediately apparent from the terms of reference Chair, is that our terms of reference contemplate an unlimited range of families, entities or individuals who could be authors or beneficiaries of State Capture, corruption or fraud.

The witness about to take the stand is Angelo Agrizzi, a former employee of Bosasa as it was previously known. He is what may be loosely termed a whistle-blower, and I do not intend to use that term Chair, in any definitive or statutory sense, specifically disavow such use of the term. Mr Agrizzi or witnesses in positions similar to Mr Agrizzi, as a person who on his own version participated in or collaborated in unlawful acts of what arguably may constitute State Capture, corruption and fraud, and is now willing to disclose those unlawful acts and those of his colleagues.

So it is particularly in that sense that the term whistle-blower perhaps  
10 loosely may be used but we prefer to look at the particular nature of this particular witness's evidence. He participated in an unlawful acts and is willing now to disclose them.

So Mr Agrizzi will, with your leave Chair, testify to corporate and individual conduct over a period of many years, bordering on 20 years. He will testify to conduct involving bribery, fraud, corruption, money laundering and arguably, even on his own version, State Capture.

If I may refer to a very useful memorandum prepared by [no sound on audio 11:59:51 to 12:00:01] describes his evidence perhaps more accurately, this witness will make it clear that he has played a significant role in operational matters,  
20 including the preparation of documents used by his former employer Bosasa, I use that term loosely, there is a range of companies involved, for the purposes of bidding for contracts and tenders from Government departments, agencies and entities, and the payment of monies, cash monies to those who enabled the successful award of tenders.

The primary contracts that were awarded to Bosasa were in connection

with the provision of catering and security services in various departments of Government including the Department of Correctional Services.

The evidence that the witness intends to lead, with your leave Chair, can be characterised at its very least as sensitive, in that the information relates to the disclosure of unlawful conduct, corrupt activities and deceit that implicates public office bearers and individuals who occupied material positions in Government, Government entities or corporate entities. His testimony will not be exculpatory; it rather implicates him in the unlawful conduct that he seeks to disclose.

For the reasons that I am about to canvass Chair, which relates to  
10 compliance with the rules and other matters, the fact that Mr Agrizzi is scheduled to appear before the Commission has been kept confidential. Not only has his identity not been disclosed but no person implicated or otherwise has been given notice of the intention to call Mr Agrizzi as a witness.

Now before dealing specifically with two issues Chair, which I must deal with before the witness testifies, we must emphasise that we approach the evidence with caution. The evidence could, in theory at least, be entirely fabricated. It could be exaggerated or distorted. It could be motivated by improper motives or it could be reliable and true and correct in part, material part or as a whole.

We emphasise Chair, that we make no prior submissions on the cogency  
20 or reliability of the evidence. We make no prior submissions on whether it is comprehensive or not, whether it is all the evidence, we will talk about some of the details in that regard in due course. Ultimately Chair, it is the responsibility of the Commission, particularly yourself Chair, to make those decisions in regard to the value of that evidence.

But for the present we are able to say that there is substantial



corroborating evidence available and to be presented in the form of video recording, in the form of transcripts of conversations, audio recordings, documents and other witnesses to follow.

The witness does indeed implicate himself in serious criminal acts. The evidence is not exculpatory. The evidence has been and will continue to be subject to thorough investigation by a team of experienced investigators, and finally those implicated by this evidence will have a full opportunity to test the evidence and put their versions and contradictory evidence.

So the legal team has determined Chair, that our submission to you is  
10 that the evidence should be heard. It is manifestly in the public interest that it should be heard, after all this is an investigation. It is the duty of the legal team to present, the investigative team to investigate and with respect you to hear the product of all such investigation work.

Only once all the above processes have been completed, in other words the evidence has been heard, the corroborating evidence has been heard, investigations have been completed and all parties have been given an opportunity to test the evidence and put contrary versions, will it be necessary to make any findings, and this will be after an evaluation of all the evidence before you.

But for the present Chair, two questions arise. The first concerns  
20 whether implicated persons should have been given notice of Mr Agrizzi's testimony before today, because this – the manner in which this evidence is being treated differs somewhat from the norm established by the rules, and I will deal with that in a minute.

The second issue concerns whether the witness's evidence should be heard *in camera* or not. As to the first question Chair, you have before you in a file,

an affidavit of the lead investigator in this particular tranche of evidence, Mr Frank Dutton, and if I may refer to that affidavit and in brief summary put before you what Mr Dutton says. On page 1 Mr Dutton sets out his considerable experience as an investigator. On page 2 of that affidavit he says that:

10                   "Since September 2018 I have met and interviewed  
                      Mr Agrizzi on numerous occasions. He has openly  
                      disclosed his personal involvement in the corruption and  
                      criminality which he has revealed. He implicates about 38  
                      people, many of whom are persons of stature and  
                      influence, in alleged corrupt practices, money laundering  
                      and tax evasion. This includes bribery of public officials  
                      and politicians."

He says in paragraph 11 of the affidavit on page 2:

                      "Investigative steps that our investigation team has taken  
                      has independently confirmed the accuracy of several  
                      aspects of his allegations."

He summarises the evidence to be given, with your leave Chair, as follows:

20                   "Agrizzi alleges that the senior management of a group of  
                      companies known as Bosasa, senior Government  
                      employees, politicians and others are and were involved in  
                      criminal activities centred on tender fraud and corruption  
                      for the past 20 years. The amount of money involved in  
                      these illegal activities probably amounts to billions of  
                      South African Rands. All those involved in these corrupt  
                      practices received substantial cash and other gratuities."

This is Mr Dutton's gloss on the investigations. An SOU investigation during 2009 and 10 into Bosasa corruption recommended criminal prosecutions of some Bosasa management members and Government officials, that recommendation was made to the National Prosecuting Authority. There will be allegations that officials of the National Prosecuting Authority were bribed to impede further investigations and prosecution into the Bosasa matter, and we know that to date Chair, ten years later no prosecution has in fact taken place.

In paragraph 17, and this is pertinent to the reason why no notice, prior notice has been given of this evidence, Dutton turns to the attempts to coerce Agrizzi  
10 into silence through payment and through other persuasive methods. But in paragraph 18 Dutton says that:

"The coercion to persuade him not to disclose his knowledge has gradually increased to threats against him and his family. He regards these threats as real and credible, and whilst the threats do not shake him (says Dutton), he recognises and accepts that his life is endangered."

Importantly in paragraph 19 Chair, Agrizzi says the following through Mr Dutton:

"Agrizzi expresses fear that it would endanger him if  
20 advanced warning is given of his intention to testify before the Commission. He believes that those he is going to implicate in serious criminal conduct will harm him in an effort to silence him. Once his evidence is in the public domain the threat against him will be considerably reduced as the motivation to silence him will fall away. He

believes emphatically ..."

It should read:

"... that public knowledge will ultimately provide him with the best protection possible. Until his evidence is in the public domain, however, the threat to his person is real and substantial."

Dutton continues in paragraph 20 to say:

10 "Agrizzi has therefore requested that advance notice of his testimony to the Commission be withheld and that implicated parties be informed of this fact only during or after his testimony."

And I can state Chair that at the present time implicated parties are in fact being informed telephonically of the evidence to be given with your leave today.

In paragraph 21 Mr Dutton says:

"The investigation team has sought to obtain as much corroboration as possible to support or refute Mr Agrizzi's allegations."

20 And the preliminary investigative steps taken follow. So for example Mr Agrizzi will say in his evidence that at a stage he was shown what ought to be confidential NPA files in relation to the Bosasa investigation. He was shown those on the 6<sup>th</sup> floor or the Sheraton Hotel in Pretoria, and he photographed, he took the opportunity to photograph those files. Those are in the bundle to be handed up to you Chair.

Interestingly the photos show a carpet pattern and the investigators have confirmed that that is indeed the carpet pattern of the Sheraton Hotel. They have also established Chair, that the person who handed over or who disclosed this

documentation to him and others from Bosasa in 23 September 2015 by Ms Dudu Myeni coincided with a residence of Ms Myeni in the same hotel during September 2015, and in particular on the same day.

There is a video clip which will be played today or if we do not get there today, tomorrow or the next day, where Mr Watson of Bosasa is seen counting out cash money, and the transcript of that video has been included in the bundle. Cash money of R110 per month for example to a person called Patrick, who has been identified as Patrick Gillingham.

**CHAIRPERSON:** 110 000 or R110?

- 10 **ADV PAUL PRETORIUS SC:** R110 000 per month. Then Chair there are various other references to audio recordings and in particular may I refer to paragraph 26 where reference is made to an audio recording of persons talking about Mr Agrizzi, where they indicate that they are prepared to cause him harm or have third parties cause him harm. A person in one audio recording, purported to be a Mr Gumede, a director of Bosasa, and he can be heard telling people that Mr Agrizzi must watch his back because a prisoner could easily be released from Westville prison, kill someone and then be returned to the prison and have a solid alibi for the killing. That evidence has been investigated and it will be before you.

- 20 And then the investigators say, and this will obviously be tested by the investigation team, tested by yourself Chair, before you evaluate the evidence, but the statement is made in paragraph 28 by Mr Dutton:

"A close inspection of the documents, video recording, audio recordings and other evidence produced by Mr Agrizzi do not disclose any alterations, tampering, falsifications or other signs which could challenge the

integrity or credibility of the supporting evidence."

Chair, we do not place this before you at this stage in any definitive sense as a conclusion that the legal team has reached or as a conclusion that you should reach Chair. It is merely the basis upon which it was determined, and it is with respect submitted responsibly determined not to give prior notice of the fact that Mr Agrizzi was giving evidence. All those conclusions, all the evidence referred to in Mr Dutton's affidavit will be tested.

Then in paragraph 31 and following detail is given of the nature of the threat and coercion exercised, and without going into too much detail Chair, from  
10 paragraph 31 to 70 these threats over a period of time, particularly in the last few months has been catalogued. I may just refer you to the awareness of Mr Agrizzi of threats against other persons in positions similar to him, of his belief that he has no doubt that illegal methods could be used to silence him. In paragraph 38 he states that he has received frequent anonymous calls in which the unknown caller would hang up on answering, would badmouth him or threaten him with harm or death.

There is direct evidence of the following being said by an official of Bosasa:

"Tell Agrizzi we have been patient and he needs to be careful. We do not want another funeral shortly."

20 That conversation is detailed further in paragraph 40. I have alluded to it already, and that recording has been transcribed and it is in the possession of the Commission.

The allegation is made in relation to a warning given to Mr Agrizzi telephonically that Watson could make people disappear, and the allegation is made in paragraph 46 that from December 2017 to March 2018 Agrizzi received a series of

threatening and other strange telephone calls.

There is evidence on page 10, paragraph 50 to 56 of an interaction with a private security person hired by Bosasa to protect its interests, involving amongst others Mikey Schultz, who is well known in circles in Johannesburg and South Africa.

The threats have been reported to the Hawks, and this report was made in September 2018, and the affidavit is attached. I will refer to it briefly, both to the affidavit of Mr Dutton and to the confirmatory affidavit of Mr Agrizzi.

At a time when Mr Agrizzi was preparing a statement through his erstwhile lawyer for presentation to the Commission, Mr Agrizzi reported that as from  
10 20 December last year, 2018, he again started receiving anonymous silent and threatening phone calls, and these calls are still persistently received by him. He has been warned that his safety is in danger, by a member of the press, who has spoke to Mr Agrizzi on several occasions and appears to have knowledge of circumstances surrounding the investigation and circumstances surrounding the State Capture Commission, its investigation and circumstances surrounding Bosasa.

This warning is summarised or not summarised, is highlighted in paragraph 64.6 where the reporter said to, or the journalist said to Mr Agrizzi:

"Just be careful, I think people are watching you quite  
closely, listening to what you say. So please be careful. I  
20 know you are always careful but be extra, extra careful."

Following this call the Commission provided protection, and that protection continues.

So the conclusion reached by Mr Dutton after all these investigations, reports and factual investigations appears at paragraph 67:

"I had already concluded in early December 2018 that

there is a credible and real threat to Agrizzi's safety, especially if it became known that he was going to whistle blow and implicate numerous high profile public persons, Bosasa management and others in, amongst other things, corruption, money laundering and tax evasion. There would, in my view be a real risk of attempts to silence him and to deny the Commission the opportunity of hearing his testimony."

So in short given firstly the nature of the evidence to be led, the people to be  
10 implicated, the history of the matters in relation to which testimony will be given, the real threat to Mr Agrizzi and the evidence corroborating such, one can be left with little doubt that in fact there is a material basis upon which the apprehension has arisen.

I am not going to take it any further but perhaps to say that this matter was reported to the Hawks, the affidavits are attached. There is a confirmatory affidavit in the second part of the bundle, from Mr Agrizzi himself, where he reaches the following conclusion, and he himself again attaches the affidavit in which the threats are catalogued.

So having said that Chair, we conclude as a legal team, in our  
20 submissions before you on this particular point, that given the evidence that Mr Agrizzi is likely to give there is every basis to conclude that there is a motive at least to prevent him giving evidence. That attempts have been made to persuade him not to give evidence, and that there is real evidence that some or many of those attempts constitute real threats to him.

So the submission we make to you in summary then Chair is that there is



a manifest public interest that had to be respected in preserving the evidence. In preserving and ensuring the safety of the witness. There is also the public interest in making clear to the public out there that the safety and integrity of persons in positions similar to Mr Agrizzi should feel perhaps not comfortable but at least reasonably secure in coming forward to the Commission to give testimony. Those interests, we submit outweigh the interests of implicated parties and those are real interests. They are interests of fairness, which we do not wish to minimise, but we say they are outweighed by the interests we have said, and those are interests in receiving prior notice. The interest is simply an interest in receiving prior notice

10 before the evidence is given. Their rights are not removed; they are merely delayed to a point where the evidence is actually given. They have rights in terms of Rule 35 to approach you for an order to cure any prejudice that may have been suffered, and each implicated party will be notified of those rights.

So Chair, we – then I will ask for the particular relief that we seek as a legal team in due course but just to raise a second issue, the second issue that arises is whether in the light of the rights of various implicated parties, particularly rights of reputation, is whether the evidence of the witness should be given in camera. That is in a sense related to the first issue. That issue has been carefully considered by the legal team. I have the benefit of a very thoroughly researched

20 memorandum prepared by the legal team under the direction of Adv Xlabashi, and its conclusion, if I may just refer you to that conclusion, is that there appears to be no valid basis for making an application for an in camera hearing of evidence that is in large part already in the public domain. One must recall that there have been press reports in relation to this evidence in the public domain.

The issues that we have considered, as I have said, weighing up the

public interest, the duties of the Commission, its transparent nature, the rights of the public to know what is happening and the evidence to be given as against the right to prior notice. The right to defend, the right to cross-examine, the right to put up contrary versions is merely delayed, it is not removed.

**CHAIRPERSON**: The right to apply for leave to cross-examine?

**ADV PAUL PRETORIUS SC**: Ah, yes Chair of course, and it is not – I must correct myself there and I have, from time to time been corrected, I might have a slightly different emphasis in relation to my own views but they must concede to the rules and to what you have just said. There is no right to cross-examine. It is a right to  
10 apply for leave to cross-examine under your direction Chair.

So we ask that the witness be called, subject to the understanding that implicated parties will now be followed and that the – will now be informed and the procedures and the rules set in motion, and we ask that that evidence be given in open forum.

**CHAIRPERSON**: I understand that the witness himself is quite happy that he gives evidence in the open is that correct?

**ADV PAUL PRETORIUS SC**: Yes, it is in fact his wish that that occur.

**CHAIRPERSON**: Yes. No thank you very much. I think that in relation to the decision of the legal team not to give prior written notice as contemplated in the  
20 rules, to implicated persons and not to furnish implicated persons with this witness's statement, what you have done is to put before me affidavits that seek to explain why that decision was taken. On the face of it, it appears to me that subject to whatever any implicated person may wish to say or may say in due course, because I will leave that door open, it seems to me that *prima facie* there were good reasons for doing so. But I think I should not make any decision, final decision in regard to

whether they were good reasons or not, subject to what you may say, but allow the evidence to proceed and we see whether when implicated persons have been served or furnished with the statement and all documents including this affidavit, whether they want to make an issue of that. That is my thinking.

**ADV PAUL PRETORIUS SC:** Yes Chair.

**CHAIRPERSON:** Is that in order? Would that be in order?

**ADV PAUL PRETORIUS SC:** Implicated parties have the right, in terms of Rule 35, to do precisely what you have intimated Chair, and perhaps it is apposite not to make any final decision, only a provisional decision at this stage to allow the evidence to  
10 be heard, but any final decision in relation to prior notice once they have been heard, indeed.

**CHAIRPERSON:** So therefore I will allow the evidence to be led, and to be led in the open, and as Mr Pretorius has indicated all implicated persons' rights in terms of the rules of this Commission, and the regulations other than the right to be informed in advance of the giving of evidence by a witness. All those other rights will be complied – will be respected and the requirements of the rules will be complied with. This means that Mr Agrizzi's statement and all relevant documents will be made available to them and then they have to put up their versions as well, and basically follow the rules.

20 I just emphasise what I have said before, what we keep on saying, all implicated persons, persons implicated by witnesses who come before this Commission will be dealt with fairly. If they want to give evidence they will be given that opportunity. If they want – they apply for leave to cross-examine, their applications will be considered properly and their versions will be given due consideration. So I will take this opportunity to say to the witness who was about to

give evidence, that whether or not his evidence will be found in the end to be truthful or not is a decision that I will take at some stage in the future, but I do want to take this opportunity at this stage to thank him for voluntarily coming up and deciding to come and testify. We thank him for that.

We encourage more people who know activities that happened, in which they may themselves have taken part, on which they know that other people took part which relate to corruption, bribery, State Capture, to come forward and share that information with us, and therefore with the nation on this very important issue, because the entire nation wants to know what happened, who did what with whom,  
10 that has led to where the country is now.

So I thank Mr Agrizzi for coming forward voluntarily to share his knowledge with the Commission and to give evidence, and as I say whether or not his evidence is true, that is something that will be decided later but I thank him for coming forward. Thank you.

**ADV PAUL PRETORIUS SC:** Thank you Chair, as stated the name of the witness is Angelo Agrizzi. His full names will be given to your Registrar to be sworn in.

**CHAIRPERSON:** Yes, administer the oath Registrar.

**REGISTRAR:** Please state your full names for the record.

**MR ANGELO AGRIZZI:** My full names are Angelo Agrizzi.

20 **REGISTRAR:** Do you have any objection in taking the prescribed oath?

**MR ANGELO AGRIZZI:** I do not.

**REGISTRAR:** Do you consider the oath to be binding on your conscience?

**MR ANGELO AGRIZZI:** I do.

**REGISTRAR:** Do you swear that the evidence you will give shall be the truth, the whole truth and nothing but the truth? If so please raise your right hand and say so

help me God.

**MR ANGELO AGRIZZI**: So help me God. Thank you.

**CHAIRPERSON**: Thank you, you may proceed Mr Pretorius.

**ADV PAUL PRETORIUS SC**: Thank you Chair. Chair, you have before you two bundles, they will be Exhibit S1 and S2. If I may take you to the cover page of Bundle S1.

**CHAIRPERSON**: The one I have here is written on the spine Bundle 01, is that the one you say should be S1?

**ADV PAUL PRETORIUS SC**: Yes Chair.

10 **CHAIRPERSON**: Okay we say Exhibit ...[intervenes].

**ADV PAUL PRETORIUS SC**: You will see volume 1 of 2 on it hopefully.

**CHAIRPERSON**: Yes. Yes.

**ADV PAUL PRETORIUS SC**: On the binder.

**CHAIRPERSON**: So Exhibit S1 will be Bundle 01 is that right?

**ADV PAUL PRETORIUS SC**: Chair, I will explain that to you in a moment but does it have beneath it volume 1 of 2?

**CHAIRPERSON**: Yes.

**ADV PAUL PRETORIUS SC**: Yes.

**CHAIRPERSON**: So is that marking correct?

20 **ADV PAUL PRETORIUS SC**: That is S1.

**CHAIRPERSON**: Okay, alright.

**ADV PAUL PRETORIUS SC**: And the other one then will be S2.

**CHAIRPERSON**: Then there is the lever arch file marked on the spine Bundle 01 and then it says volume 2 of 2 and that one will be Exhibit S2. Thank you.

**ADV PAUL PRETORIUS SC**: If I may just explain Chair, to avoid any confusion, the

reference to Bundle 01 is the reference to the first bundle which has been given to you Chair. I have Bundle 02 and everybody else has bundles in sequence number. That is so, it is a device being instituted by the investigators to ensure that every person who receives the bundle can be accountable for having received a particular file with particular documents in it, and that is why you have received Bundle 01, I have Bundle 02 and each person who receives a bundle has a particular numbered bundle.

The reason for this has been to attempt to tighten up on the security within the Commission, and you will have noticed Chair that this is one of the rare  
10 occasions on which the press have not published a statement before the witness gives evidence. So it seems that the security measures that have been implemented have at least in this case been marginally successful.

**CHAIRPERSON**: Yes. So what I have here, the two bundles are both marked Bundle 01.

**ADV PAUL PRETORIUS SC**: Yes.

**CHAIRPERSON**: And then the one is further or is written Bundle 01. The one is further written volume 1 of 2, and the other is written volume 2 of 2.

**ADV PAUL PRETORIUS SC**: Yes Chair.

**CHAIRPERSON**: So the 01 applies to both bundles?

20 **ADV PAUL PRETORIUS SC**: Yes Chair.

**CHAIRPERSON**: Okay.

**ADV PAUL PRETORIUS SC**: And then Chair if I may just ask you by way of preliminaries, to turn to the second divider in Bundle S1, and you will see there a comprehensive index of several pages detailing and indexing the various annexures which will appear in the bundle.

**CHAIRPERSON**: Yes.

**ADV PAUL PRETORIUS SC**: On the last page of that index you will see that there are a number of exhibits. You do not yet have in the bundles, the original exhibit. Those will be shown or played in due course. But the transcript of Exhibit 1, that is the video recording which will be played when we get there, has been handed to your Registrar, and you have it in a brown envelope.

**CHAIRPERSON**: Ja.

**ADV PAUL PRETORIUS SC**: Those are not obviously part of the paginated bundle.

**CHAIRPERSON**: Yes. You made a reference just now to Exhibit 1, that is – where  
10 is the reference to Exhibit 1? I just want to make sure that we – as we talk about the evidence in this bundle we do not cause confusion for the reader of the transcript in months to come, when we refer to Exhibit 1, whether that is a reference to the original Exhibit 1 that we had at the beginning. So we just need to be careful.

**ADV PAUL PRETORIUS SC**: Yes. No, I understand that.

**CHAIRPERSON**: Ja.

**ADV PAUL PRETORIUS SC**: Chair, perhaps the exhibits should be numbered Exhibit S1, Exhibit S2 and following.

**CHAIRPERSON**: Yes, yes.

**ADV PAUL PRETORIUS SC**: And we will amend that page accordingly.

20 **CHAIRPERSON**: Ja, ja.

**ADV PAUL PRETORIUS SC**: And we will refer to them, I will trust I will remember and if not you will no doubt call me to order Chair but ...[intervenes].

**CHAIRPERSON**: Ja, so that can be done and if need be during the lunch break and/or after – in the afternoon after the adjournment somebody can just make sure we have the same numbering of those exhibits.

**ADV PAUL PRETORIUS SC**: Thank you Chair.

**CHAIRPERSON**: Thank you.

**ADV PAUL PRETORIUS SC**: If I may then proceed Chair.

**CHAIRPERSON**: You may proceed.

**ADV PAUL PRETORIUS SC**: Thank you. Mr Agrizzi, you have the bundles before you?

**MR ANGELO AGRIZZI**: Yes I do. I just want to say good morning Chair, thank you for having me, and good morning Mr Pretorius.

**ADV PAUL PRETORIUS SC**: Good morning Mr Agrizzi.

10 **CHAIRPERSON**: Good morning Mr Agrizzi.

**ADV PAUL PRETORIUS SC**: Chair perhaps there is something else I should mention, because of the basis upon which the pages were numbered in the bundle, you will see for example page 1, the first page of the affidavit of Mr Agrizzi, AA001. For all practical purposes I am not sure. I do not understand these things always Chair, I do not know why the AA is there but it can be ignored. We will refer just to the numbered pages, thank you.

**CHAIRPERSON**: Okay thank you.

**ADV PAUL PRETORIUS SC**: Mr Agrizzi, the affidavit appears in the first bundle you have.

20 **CHAIRPERSON**: So I am sorry, before you say that, so in other words if the transcript of today's evidence and the – or the transcript relating to Mr Agrizzi's evidence were to later on show that we are talking about page 1 or page 3 of his affidavit, and the reader goes there and finds page AA001, AA003, they must understand we are referring – we are not using the AA and 00, we are just using the actual number.



**ADV PAUL PRETORIUS SC:** Yes, we are just going to refer to numbers not letters in relation to any page in the bundle.

**CHAIRPERSON:** Ja okay.

**ADV PAUL PRETORIUS SC:** Mr Agrizzi, the affidavit which has been placed in the bundle, appears at page 1 to 106.

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Would you look at page 106 please.

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** Whose signature is that that appears under the – over  
10 the words Angelo Agrizzi?

**MR ANGELO AGRIZZI:** It is my signature.

**ADV PAUL PRETORIUS SC:** Alright, and the initials on the individual pages, are those yours?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** You apparently, from the information on page 106, attested to this affidavit yesterday.

**MR ANGELO AGRIZZI:** I have.

**ADV PAUL PRETORIUS SC:** Yes. As far as you know, and subject to any correction that might be brought about in the affidavit, are the contents of this  
20 affidavit true and correct?

**MR ANGELO AGRIZZI:** They are.

**ADV PAUL PRETORIUS SC:** If we could go then to page 1 of your affidavit, I will ask you to deal with the matters as they appear in sequence in your affidavit, but in your own words alright. I might from time to time, with the leave of the Chair, lead you. You are a businessman and you live in Johannesburg?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: And you were born in Germiston, Gauteng?

**MR ANGELO AGRIZZI**: That is correct.

**ADV PAUL PRETORIUS SC**: And you are a South African citizen?

**MR ANGELO AGRIZZI**: Yes I am.

**ADV PAUL PRETORIUS SC**: Are you married with children?

**MR ANGELO AGRIZZI**: Yes I am.

**ADV PAUL PRETORIUS SC**: You have heard, and it has already been clearly stated to the Chair, both by myself on behalf of the legal team and on affidavit that  
10 this statement incriminates you in respect of potentially serious offences.

**MR ANGELO AGRIZZI**: I am well aware of that.

**ADV PAUL PRETORIUS SC**: Have you reported these acts as required by the Prevention and Combating of Corrupt Activities Act, particularly Section 34?

**MR ANGELO AGRIZZI**: I have not.

**ADV PAUL PRETORIUS SC**: Has any influence or coercion exercised on you in relation to the giving of this evidence?

**MR ANGELO AGRIZZI**: Not at all.

**ADV PAUL PRETORIUS SC**: Have you been offered any incentive or reward for giving this evidence?

20 **MR ANGELO AGRIZZI**: Nothing whatsoever.

**ADV PAUL PRETORIUS SC**: In paragraph 3 of your affidavit, and by way of introduction at this stage, we will deal with it in more detail later, you record that during your employment at Bosasa you were exposed to unlawful acts over a long period of time, would you just expand on that please?

**MR ANGELO AGRIZZI**: I started my employment at Bosasa operations many years

ago, in 2009 to be precise, and I left Bosasa on the 15<sup>th</sup> of December 2016, and I was exposed to numerous corrupt activities.

**ADV PAUL PRETORIUS SC**: Right.

**MR ANGELO AGRIZZI**: I did not unfortunately report them at that stage.

**CHAIRPERSON**: One second before you proceed Mr Pretorius, earlier on before we had a witness using that mic, I checked whether everybody could hear, I now want to check that they can hear the witness clearly right at the back. Yes, can you all hear the witness? One says yes, another one shakes the head. It looks like some cannot hear.

10 **MR ANGELO AGRIZZI**: Can you hear me now?

**CHAIRPERSON**: How is that? I think they can hear. Maybe you can raise your voice and the technical people can also do whatever they might be able to do to make sure that everybody can hear. Thank you very much, we – let us proceed.

**ADV PAUL PRETORIUS SC**: And perhaps the microphone should be closer to you. If you can manage that.

**CHAIRPERSON**: *Ja* it must not be too closed, but I think if you raise your voice it should ...[intervenes]

**MR ANGELO AGRIZZI**: Is that much better?

**CHAIRPERSON**: Very much better. Thank you.

20 **ADV PAUL PRETORIUS SC**: Thank you Chair. Mr Agrizzi, given the period of time over which you will record or attempt to recall and testify to, has it been possible for you to recall everything and I refer particularly in the time that you have taken to prepare this statement?

**MR ANGELO AGRIZZI**: It has not been possible to recall absolutely. It is just too voluminous.

**ADV PAUL PRETORIUS SC:** Right and so should cross-examination or questioning here or investigation give rise to any further channel of investigation or channel of questioning or provision of further evidence, are you willing to cooperate in providing that?

**MR ANGELO AGRIZZI:** As previously I said in my statement, I am more than willing to assist.

**ADV PAUL PRETORIUS SC:** And if necessary your affidavit can be supplemented.

**MR ANGELO AGRIZZI:** Most definitely Chair.

**ADV PAUL PRETORIUS SC:** Alright. Now, I recall you saying in answer to my  
10 question as to the period of your involvement with Bosasa, you mentioned the date 2009. Is that correct?

**MR ANGELO AGRIZZI:** No, I commenced employment in 1999.

**ADV PAUL PRETORIUS SC:** Right and you terminated your employment when?

**MR ANGELO AGRIZZI:** 2016/2017. The reason why there is two different dates, is because there was a process of negotiation until 2017. My last date of work at the business, was 2016. 15 December.

**ADV PAUL PRETORIUS SC:** And it is in that period of almost 20 years that your involvement in these activities about what you are going to testify took place.

**MR ANGELO AGRIZZI:** Correct.

20 **ADV PAUL PRETORIUS SC:** And it is in respect of that period of time that you say, you could not possibly remember each and every incident.

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** That might be relevant to the commission's work.

**MR ANGELO AGRIZZI:** That is correct Chair.

**ADV PAUL PRETORIUS SC:** So it follows from that that there is probably a need for

on-going interaction and you are willing to participate in that.

**MR ANGELO AGRIZZI**: Most definitely.

**ADV PAUL PRETORIUS SC**: And then in paragraph 4, against by way of introduction and we will deal with it later, you give some explanation of why you have decided to cooperate with firstly the commission and secondly law enforcement agencies. You tell the Chair briefly and by way of introduction of the background to your decision. Perhaps not the background at this stage, to you decision, but why you have made this decision.

**MR ANGELO AGRIZZI**: I become blunt in understanding what was happening at this  
10 stage and I become very accepting, but unfortunately it happens to a lot of people and my urge as well is for people out there, especially in Bosasa to start coming forward as well, so I was blunt. I kept quiet and I should have exposed unlawful activities from day one.

**ADV PAUL PRETORIUS SC**: It will be put to you from time to time during your evidence and no doubt it will be put to you in cross-examination in due course, why you took so long to come forward.

**MR ANGELO AGRIZZI**: I understand that.

**ADV PAUL PRETORIUS SC**: Briefly, the answer to that question.

**MR ANGELO AGRIZZI**: The answer to that question is very similar to being involved in  
20 a cult Chair that you become so engrossed with what his happening and you actually start believing what is happening is right and that is why it took so long. I had a near death experience where I was admitted into hospital and I had a tumour on my heart. I was in a coma and when I came out of the coma, myself and my family had made a conscience decision that we will clean up where we had made mistakes before.

**ADV PAUL PRETORIUS SC**: Alright. At paragraph 6 Mr... We will return to these

issues during the course of your evidence, but for the moment, can we move on then to paragraph 6 of your statement. You schooled in Germiston and you matriculated in 1985. Is that correct?

**MR ANGELO AGRIZZI**: That is correct.

**ADV PAUL PRETORIUS SC**: And you were employed part time during your school years to fund your studies.

**MR ANGELO AGRIZZI**: From the age of 14. That is correct.

**ADV PAUL PRETORIUS SC**: Your training at Wits Hotel School, when did that occur?

**MR ANGELO AGRIZZI**: In 1986, I received my first year. I did my first year.

10 **ADV PAUL PRETORIUS SC**: Right and did you continue with these studies?

**MR ANGELO AGRIZZI**: I could not afford to. My parents could not afford to. I could not work and study at the same time. It was far too difficult.

**ADV PAUL PRETORIUS SC**: What did you then do?

**MR ANGELO AGRIZZI**: I then worked for a restaurant where I had been working already at Jordon [Indistinct] in Germiston. I worked there fulltime. I was... Do you want me to carry on Chair.

**ADV PAUL PRETORIUS SC**: Well, just carry on from 1989 then.

**MR ANGELO AGRIZZI**: I then continued to work. I tried to study and develop myself. Understand the industry in which I had found a job and I was then employed by a  
20 company called Hospitality Food Services where I was the project manager for and industrial catering company. I then left hospitality. I honestly wanted to make a difference in the mining industry, so I joined Genco Mining and I worked for one of my mentors there who trained me and taught me about large scale facilities, high density catering services. Then in 1993, I accepted a position that was offered to me as a project manager with a company called Supervision Food Services at Western Platinum

Mines in Marikana Rustenburg. So I relocated with my family. I was then promoted to run a Nissan Roslyn's Facilities Management in 1994 and again relocated my family. In 1997 I applied for a position with a company called Grantham Integrated Food Services and I was stationed at Oryx Mine in Welkom for a period of 8 months.

**ADV PAUL PRETORIUS SC:** Would you just pause there for a moment. We will continue in due course with your employment history and particularly how you became involved with catering at [Indistinct] institutions, but if I may interrupt you, my apologies. Chair, I have had a request from the technical team to adjourn for 10 minutes to deal with some technical issues. I am not sure what they are, but that is the request and it is  
10 also the time for the short adjournment.

**CHAIRPERSON:** Yes. No, that is fine. We will take the tea adjournment now, so it will coincide with that and we will resume at 11:35. We adjourn.

**COMMISSION ADJOURNS:**

**COMMISSION RESUMES:**

**CHAIRPERSON:** Yes Mr Pretorius

**ADV PAUL PRETORIUS SC:** Thank you Chair. The technical issues which I mentioned before the adjournment have been apparently been resolved. They related to the public broadcaster proceedings.

**CHAIRPERSON:** Yes.

20 **ADV PAUL PRETORIUS SC:** They are being monitored and if they arise again, you will be informed.

**CHAIRPERSON:** Okay. There is no need to cover what has been covered already. We can continue or what is the issue.

**ADV PAUL PRETORIUS SC:** No, I believe that the "technical issue" arose at the time Mr Agrizzi started giving his evidence.

**CHAIRPERSON**: Yes.

**ADV PAUL PRETORIUS SC**: The recording and the transcription is in order. It is merely the public feed. Oh okay.

**CHAIRPERSON**: Okay.

**ADV PAUL PRETORIUS SC**: I am told.

**CHAIRPERSON**: Okay.

**ADV PAUL PRETORIUS SC**: I am not quite sure that I understand all the technicalities.

**CHAIRPERSON**: *Ja*.

10 **ADV PAUL PRETORIUS SC**: But it is in order and has been resolved.

**CHAIRPERSON**: *Ja*. What I am thinking is whether in the light of the failure to... Is it feed the public broadcaster, whether it is necessary to repeat essential fissures of what the witness has already said or whether it is not really necessary? I do not know if you have thought about it.

**ADV PAUL PRETORIUS SC**: Given that the matters' are introductory only and given that the feed was not entirely interrupted but only partially ...[intervenes]

**CHAIRPERSON**: Yes.

**ADV PAUL PRETORIUS SC**: Perhaps that can be checked and once it has been checked we can decide what to do at a later stage.

20 **CHAIRPERSON**: Okay. You may proceed.

**ADV PAUL PRETORIUS SC**: Thank you. Mr Agrizzi, you had said to the Chair that in 1997 you applied for a position at Grantham Integrated Foods Services and you were stationed at Oryx Mine. You gave that evidence.

**MR ANGELO AGRIZZI**: Correct. It is in my statement.

**ADV PAUL PRETORIUS SC**: And how long were you there for.



**MR ANGELO AGRIZZI**: Eight months.

**ADV PAUL PRETORIUS SC**: And after that, where did you go?

**MR ANGELO AGRIZZI**: I was promoted to take over various other operations like Impala Platinum Mines.

**ADV PAUL PRETORIUS SC**: And in 1998 your statement continues. In relation to your employment, what happened?

**MR ANGELO AGRIZZI**: In 1998, we were in the process of listing Grantham Integrated Foods into Molope and I was asked to take over the inland region in its entirety.

**ADV PAUL PRETORIUS SC**: And did your wife work with you?

10 **MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: In what capacity?

**MR ANGELO AGRIZZI**: She handled my administrative work as a PA.

**ADV PAUL PRETORIUS SC**: Did Grantham Integrated Food Service then become Molope Foods.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Was it absorbed into Molope Foods?

**MR ANGELO AGRIZZI**: Molope Foods, the reason why Molope Foods was listed was because of the Grantham Integrated Foods.

20 **ADV PAUL PRETORIUS SC**: When employed by Molope Foods then were you tasked with the oversight of a catering contract at the Scott Hostel in Klerksdorp.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Who did you work with there?

**MR ANGELO AGRIZZI**: I worked very closely with a gentleman by the name of Danie Liebenberg.

**ADV PAUL PRETORIUS SC**: And did he give you certain information?

**MR ANGELO AGRIZZI**: Yes he did.

**ADV PAUL PRETORIUS SC**: What was that information?

**MR ANGELO AGRIZZI**: He told me about a company called Dyambu Operations and a person called Gavin Watson. He told me that Dyambu was exploring the possibility of replacing Molope at that stage as the caterer at Scott Hostel, so in order to gain work as support, because they utilise the facility, he would provide them T-shirts and caps, branded Dyambu to the workforce and they would then obviously protest against the current catering contractor being Molope and to support Dyambu in obtaining the catering contract. That was the *modus operandi*.

10 **ADV PAUL PRETORIUS SC**: And did you become aware of the fact that Dyambu had an interest in contracting other mine hostels?

**MR ANGELO AGRIZZI**: Yes I did.

**ADV PAUL PRETORIUS SC**: What happened then in early 1999 in relation to your relationship with – or your potential relationship at that stage with Dyambu and Mr Gavin Watson?

**MR ANGELO AGRIZZI**: In 1999, I was opening up a place of safety called Nerina Place of Safety in Port Elizabeth and I was on my way back from Port Elizabeth and I was at the airport and I heard a gentleman speaking Xhosa, but I also heard some distinct words. Dyambu Chair, mining and catering. I then did my research. We did  
20 not have Google as good as it is now, but I did my research and I found that it was Gavin Watson whom Danie Liebenberg had told me about.

**ADV PAUL PRETORIUS SC**: Did you follow up?

**MR ANGELO AGRIZZI**: Yes. I was not unhappy with Molope, but I just felt I needed a new challenge and Dyambu, I believed had good BEE credentials. There were strong women empowerment there already then and I was looking for good growth prospects,

so I received also wanted to get my share options out of Molope and that is why I wanted to encash them.

**ADV PAUL PRETORIUS SC:** What was the relevance of BEE credentials to you?

**MR ANGELO AGRIZZI:** Well the country was changing for the better and we saw that the BEE credentials played a major role, especially with the women in Dyambu itself that could take growth in going to the facilities management sector and make it grow phenomenally.

**ADV PAUL PRETORIUS SC:** Did you then speak to Gavin Watson?

**MR ANGELO AGRIZZI:** Well not at first. At first what happened was I found the  
10 contact details for Dyambu. I eventually made contact with a gentleman by the name of David Sadie. Davie Sadie was very impressed with me apparently and he took me to Danny Mansell who was the Managing Director at this stage.

**ADV PAUL PRETORIUS SC:** And did you meet with Danny Mansell?

**MR ANGELO AGRIZZI:** Yes I did.

**ADV PAUL PRETORIUS SC:** So he was managing director. Of what entity was he managing director?

**MR ANGELO AGRIZZI:** At that stage it was still Dyambu Operations (Pty) Limited.

**ADV PAUL PRETORIUS SC:** You say you met with Danny Mansell.

**MR ANGELO AGRIZZI:** Yes I did. I met with him at 10 Tom Miller Street. The old  
20 offices of Dyambu and he asked me a couple of questions. During the meeting he discussed procedures and the way they were doing tenders and evidently they were not experienced, so I pointed out some of the flaws that they had in the tender submission. The accuracy thereof and how they needed to improve it going forward.

**ADV PAUL PRETORIUS SC:** At that stage in your work experience, did you have some experience of and skills in the submission of tenders?

**MR ANGELO AGRIZZI**: Substantial.

**ADV PAUL PRETORIUS SC**: And that was in your previous employment with Grantham and Molope. Is that correct?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: So you pointed out then to Mansell that their tendering processes were not, to coin a phrase, up to scratch and you intimated to Mansell that you could recommend improvement.

**MR ANGELO AGRIZZI**: On the administration. Yes.

**ADV PAUL PRETORIUS SC**: Did that result in any contact being made with you?

10 **MR ANGELO AGRIZZI**: Yes most definitely. At this meeting I was then followed up. It was followed up by another meeting and I got a call to ask to see Gavin Watson.

**ADV PAUL PRETORIUS SC**: And can you recall approximately when that was?

**MR ANGELO AGRIZZI**: It was Thursday 7 May 1998.

**ADV PAUL PRETORIUS SC**: Alright. So did you attend a meeting with Gavin Watson at that time?

**MR ANGELO AGRIZZI**: Yes Danny Mansell introduced me to him and he was present.

**ADV PAUL PRETORIUS SC**: And what occurred at that meeting?

**MR ANGELO AGRIZZI**: Well immediately when Gavin Watson met me, he offered me a position as a marketing coordinator and at the same salary that I was earning at  
20 Molope and he informed me that if I accept the employment, I must commence the very next day Chair.

**ADV PAUL PRETORIUS SC**: What happened then?

**MR ANGELO AGRIZZI**: Well I was given a company tie. Danny Mansell was sent out. He came back with a company tie and a jacket and he said – Gavin Watson said well you are employed.

**ADV PAUL PRETORIUS SC:** Were any concerns raised by Mansell at that stage about your employment?

**MR ANGELO AGRIZZI:** Mansell – my apologies. Mansell raised his concern about the financial implications of my salary. I understood that. Gavin Watson just accepted the fact that I was going to be employed and that I had accepted the position.

**CHAIRPERSON:** And what was Mr Gavin Watson's position in Dyambu?

**MR ANGELO AGRIZZI:** He was a shareholder and the CEO.

**CHAIRPERSON:** Okay. Thank you.

**ADV PAUL PRETORIUS SC:** We will talk a little about his involvement in a few  
10 minutes, but at that meeting where your evidence is that you received confirmation of your appointment or you were appointed, did something happen after that? Immediately after that?

**MR ANGELO AGRIZZI:** Well immediately after that he took me around the offices and took me on a tour of the facilities they had there and he started introducing me to everybody as his new right-hand man. He also told me I could get a brand new company car Chair and my mind was made up.

**ADV PAUL PRETORIUS SC:** It seems somewhat odd ...[intervenes]

**CHAIRPERSON:** I am sorry Mr Pretorius, can I just take you back a little bit.

**ADV PAUL PRETORIUS SC:** Sure.

20 **CHAIRPERSON:** You said Mr Mansell was concerned about implications of your salary.

**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON:** Was that because your salary was too high or what was the basis of the concern?

**MR ANGELO AGRIZZI:** I was well paid at Molope for the work that I did and I was not

expecting an increase. It was too high in terms of comparatively what Dyambu was paying people at that stage.

**CHAIRPERSON**: Oh okay. Thank you.

**ADV PAUL PRETORIUS SC**: It seems rather odd that a businessman such as Gavin Watson would immediately seek to employ you at a meeting without checking, without looking at your background. Of course, he might have. It seems odd the circumstances in which you were employed. Do you have any explanation for what occurred?

**MR ANGELO AGRIZZI**: Chair, I was well known in the industry. My credentials were  
10 out there and I believe that David Sadie the Human Resources Manager did do a verification the day before and he checked my credentials out.

**CHAIRPERSON**: Thank you.

**ADV PAUL PRETORIUS SC**: After the introductions to other employees in Dyambu, did anything else occur between yourself and Mr Watson and that is Mr Gavin Watson.

**MR ANGELO AGRIZZI**: Yes. At that stage, I was busy in the process of doing a proposal with a company called Goldfields that had a mine called Leeudoring Gold Mine. That is on the West Rand. Leeudoring Gold Mine employs about 4 000 people and houses 4 000 people. I was responsible for the proposal that was submitted and they were going to sign up the proposal with myself in my capacity at Molope at 13:00  
20 on Monday.

**CHAIRPERSON**: So in other words there was the conclusion of some contract that was almost a foregone conclusion between Molope and them that was to happen?

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: Okay. Alright. Mr Pretorius, it might help me if from time to time you indicate whereabouts in the statement you are as you lead him.

**ADV PAUL PRETORIUS SC:** I will do Chair. My apologies. We are paragraph 6.16 of your statements. 6.16. You told the Chair that there was an agreement to your knowledge to be signed the following day. The parties to this agreement would be Molope on the one hand and who on the other?

**MR ANGELO AGRIZZI:** The agreement was with Goldfields Limited, the Union, there was a tripartite agreement between Goldfields, the Union and at that stage Molope.

**ADV PAUL PRETORIUS SC:** And you told Gavin Watson about that?

**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON:** And the Union being what Union?

10 **MR ANGELO AGRIZZI:** It was the National Union of Mineworkers.

**CHAIRPERSON:** Thank you.

**ADV PAUL PRETORIUS SC:** What was Gavin Watson's response?

**MR ANGELO AGRIZZI:** He was very flustered and he asked me to accompany with Dr Jurgen Smit on the Monday 8 May to actually go there and to ask them not to sign the agreement, but to give Dyambu an opportunity to put it a proposal as well.

**ADV PAUL PRETORIUS SC:** Alright. Firstly who is Dr Jurgen Smith or who was he?

**MR ANGELO AGRIZZI:** Dr Jurgen Smith was one of the owners of the previous company before it became Dyambu of Meritum together with Fanie van Zyl and Dr Jurgen Smith was a quasi-mentor to me as well.

20 **ADV PAUL PRETORIUS SC:** Yes I see 'he was.' He is now deceased I understand.

**MR ANGELO AGRIZZI:** Unfortunately yes.

**CHAIRPERSON:** Well before – I am sorry Mr Pretorius. I may have missed this. This agreement that was about to be signed between Molope and the Company and the Union, was it for the provision of catering services or what was it for?

**MR ANGELO AGRIZZI:** It was for the provision of catering services.

**CHAIRPERSON**: And I may be that Mr Pretorius is still to deal with this and I am happy to let him deal with it in due course. It just seems odd. The inclusion of the Union seems odd in an agreement such as that. Is there something you want to mention about that?

**MR ANGELO AGRIZZI**: I can mention that Chair.

**ADV PAUL PRETORIUS SC**: Would you do so please?

**CHAIRPERSON**: Yes just like that.

**MR ANGELO AGRIZZI**: Well at the end of the day and I remember this when I worked at Vinglock Mine [00:23:00]. Our job is to feed or cater for people and at the end of the  
10 day the only real exciting part of the day for a mineworker is coming out from underground and having a good meal and that is why I actually also encouraged that the Union be involved with management because then you have a harmonious situation on the Mine when they are involved in the process of choosing who they would like to cater for them. They are the end-consumers.

**ADV PAUL PRETORIUS SC**: And to your knowledge did Unions participate in the process of appointment? Selection and appointment of caterers?

**MR ANGELO AGRIZZI**: Most definitely. Very strongly.

**CHAIRPERSON**: And not only in that company, but also in other companies maybe or not?

20 **MR ANGELO AGRIZZI**: Yes. Most definitely.

**CHAIRPERSON**: Oh and they would be included in the actual agreement. Not just being consulted. They would actually be included as party to the agreement.

**MR ANGELO AGRIZZI**: No, they are not included as part to the agreement, because they cannot enter into a legal agreement on behalf of the Mines.

**CHAIRPERSON**: Okay. Well that is what I was trying – so you see, I understood you



in response to a question put to you to be saying that the agreement was going to involve Molope, the Mine and the Union, so and I understood that to mean that the Union will be party to the agreement, but maybe you meant that the Union had some role but not necessarily that they would be party to the agreement. Is that right?

**MR ANGELO AGRIZZI**: You are hundred percent right. I apologise Chair.

**CHAIRPERSON**: Okay. Thank you.

**ADV PAUL PRETORIUS SC**: Right, you said that we were going to meet them. Who is the 'we' and who is the 'them'?

**MR ANGELO AGRIZZI**: Well Gavin Watson asked myself and Dr Jurgen Smit to go  
10 have a meeting with Patrick Maine and Charles Freeland, Chair, who was at that stage the Union representative that stood for the Union.

**ADV PAUL PRETORIUS SC**: And who is Mr Patrick Maine or who was he at the time?

**MR ANGELO AGRIZZI**: Patrick Maine was the Human Resources Manager for that specific Mine.

**ADV PAUL PRETORIUS SC**: In paragraph 6.17, you give further detail in relation to the context of this particular contract. Would you explain that to the Chair please?

**MR ANGELO AGRIZZI**: Correct. The reason Mr Watson was so flustered was because there are three gold mines in the area which are from the same group called the Goldfields Group. They invited catering proposals and quite simply whoever is  
20 awarded one of the catering operations will automatically eventually take all three and take the monopoly on it and Gavin had been working... Watson had been working for some time on Kloof Mine marketing and having a presence on the ground with the Union and encouraging the Union to go with them and he had submitted a proposal on many occasion for that contract.

**ADV PAUL PRETORIUS SC**: Right. Now you obviously, as is apparent from the

following paragraphs, made a decision in relation to your employment at Molohe and the offer of employment given to you from Mr Gavin Watson. What was going through your mind at the time? What decision did you make and why?

**MR ANGELO AGRIZZI**: The reason – the decision I made was to resign and that was because the new car had been already delivered to the offices by the time I had visited Bosasa – sorry Dyambu, so I had made my decision up.

**ADV PAUL PRETORIUS SC**: Right. You understand now and perhaps this question should be put to you a little later that you were going to leave the potential contract holder where you had no doubt been influential in obtaining that contract or the  
10 prospect of that contract, go to an opponent of Molohe Foods and assist them to undermine or to lose that contract or to obtain the contract and your former employer to lose that contract.

**MR ANGELO AGRIZZI**: Yes I did.

**CHAIRPERSON**: Before your proceed, you said that when you made this decision, a car had already been delivered to you. Does that mean that as part of your terms and conditions of employment with Dyambu, you were going to be given a car?

**MR ANGELO AGRIZZI**: Yes I was.

**CHAIRPERSON**: And at Molohe, was that part of your terms and conditions or that was one of the differences between the two.

20 **MR ANGELO AGRIZZI**: Chair, there was a big difference between the two.

**CHAIRPERSON**: In favour of?

**MR ANGELO AGRIZZI**: In favour of that stage, it was Dyambu. Unfortunately, I was young.

**CHAIRPERSON**: Yes. Yes. Okay thank you.

**ADV PAUL PRETORIUS SC**: Right, what did you do then on the 7 May 1998? We are

at paragraph 6.18 of your statement.

**MR ANGELO AGRIZZI**: I then proceeded to the offices of Molohe and I resigned and I handed in my resignation letter to Mr Greg Lacon-Allin.

**ADV PAUL PRETORIUS SC**: His name occurs later in your statement.

**MR ANGELO AGRIZZI**: Yes, it does.

**ADV PAUL PRETORIUS SC**: Right, so when did you start employment with Dyambu?  
On what date?

**MR ANGELO AGRIZZI**: Well I actually started on 10 May 1999.

**ADV PAUL PRETORIUS SC**: Right, did you then as foreshadowed in paragraph 6.16  
10 of your statement visit Leeudoring Mine?

**MR ANGELO AGRIZZI**: Yes I did.

**ADV PAUL PRETORIUS SC**: And is that the Mine at which this contract was about to be signed between Molohe and Goldfields.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Alright.

**CHAIRPERSON**: Well in terms of your resignation from Molohe, were you required in terms of your terms of employment to give any notice of resignation and if so, did you give it?

**MR ANGELO AGRIZZI**: I did tender notice period, which I explained ...[intervenes]

20 **CHAIRPERSON**: Yes.

**MR ANGELO AGRIZZI**: To Mr Watson.

**CHAIRPERSON**: Yes.

**MR ANGELO AGRIZZI**: But they decided in those positions at that level, they normally let you go straightaway.

**CHAIRPERSON**: Okay.

**ADV PAUL PRETORIUS SC:** Did you accompany Dr Jurgen Smit to Leeudoring Mine?

**MR ANGELO AGRIZZI:** Yes I did.

**ADV PAUL PRETORIUS SC:** Did you then deal with the issue at hand and that is the eminent signature of the agreement between Goldfields and Molohe.

**MR ANGELO AGRIZZI:** No. I did not.

**ADV PAUL PRETORIUS SC:** Would you look at paragraph 6.19 of your statement. You say there, 'I accompanied Dr Jurgen Smit to Leeudoring Mine and convinced them not to sign the agreement with Molohe.

**MR ANGELO AGRIZZI:** Correct.

10 **ADV PAUL PRETORIUS SC:** So you did.

**MR ANGELO AGRIZZI:** I did not let them sign the agreement. Yes.

**ADV PAUL PRETORIUS SC:** Oh I see. So, you did deal with the issue and you took steps to persuade the personnel at Leeudoring Goldfields Mine not to sign the agreement.

**MR ANGELO AGRIZZI:** Correct.

**CHAIRPERSON:** What motivation did you give as to why they should not sign, because I assume that in your capacity in which you were employed at Molohe, you may have taken the view that Molohe should get it, so what did you say to them that convinced them not to continue and sign the agreement?

20 **MR ANGELO AGRIZZI:** Chair, I was very frank with them. I honestly believed I had found a better company with better services at a better price, so I asked them to wait a month or so. Let us prove to you that we can provide a better product.

**CHAIRPERSON:** Thank you.

**ADV PAUL PRETORIUS SC:** Let us move then to paragraph 6.20 of your statement Mr Agrizzi.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: Your initial position when you were employed by Dyambu, I presume it is, was in a marketing position.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Right and what was your relationship with Mr Gavin Watson from the time you were employed?

**MR ANGELO AGRIZZI**: Very close with – Mr Chair, he would take me everywhere. I would even have to drive his car for him and he would sit next to me and he would praise me all the time and he would really bounce decisions, integral decisions  
10 regarding the company off me. It appeared to me as if he trusted my knowledge and my ability.

**CHAIRPERSON**: And this might have in part at least being due to the reputation that you already had in the industry in the sector prior to joining Dyambu.

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: Okay.

**ADV PAUL PRETORIUS SC**: Let us just go back please to paragraph 6.18. That date there, 7 May 1998 where you say you proceeded to the office at Molope and resigned. Is that date correct?

**MR ANGELO AGRIZZI**: Chair, I am very bad with dates and when I did the statement, I  
20 might have made a mistake on the dates.

**ADV PAUL PRETORIUS SC**: Alright, because later on you say you started your employment with Dyambu on 10 May 1999.

**MR ANGELO AGRIZZI**: That is right.

**ADV PAUL PRETORIUS SC**: So which is correct? 1998 or 1999. I am not sure it makes huge amount of difference.

**MR ANGELO AGRIZZI**: 1999 is the correct date.

**ADV PAUL PRETORIUS SC**: 1999.

**CHAIRPERSON**: Is what is wrong, is just the year.

**MR ANGELO AGRIZZI**: Yes chair. I am sorry about that.

**CHAIRPERSON**: Oh. Okay.

**ADV PAUL PRETORIUS SC**: And if you go back to paragraph 6.14, should that date also then be 1999?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Okay, so those two amendments should be made to your  
10 statement.

**MR ANGELO AGRIZZI**: Will do.

**CHAIRPERSON**: The one is 6.18. The other one?

**ADV PAUL PRETORIUS SC**: 6.14.

**CHAIRPERSON**: Oh yes. So that is corrected to saying 1998. Thank you.

**ADV PAUL PRETORIUS SC**: And then if you look at paragraph 6.20, you say in the first sentence of that paragraph, 'Initially I was employed by Bosasa in a marketing position.' Bosasa is in fact the name of the company that was introduced after the name Dyambu was scrapped.

**MR ANGELO AGRIZZI**: Correct.

20 **ADV PAUL PRETORIUS SC**: Through a corporate restructure.

**MR ANGELO AGRIZZI**: That is correct Chair

**ADV PAUL PRETORIUS SC**: So that should actually read Dyambu. Is that not right?

**MR ANGELO AGRIZZI**: I was employed by Dyambu.

**ADV PAUL PRETORIUS SC**: So that is another correction we should make in paragraph 6.20. In any event, you were telling the Chair about your relationship with

Gavin Watson. Did he tell you anything about his arrangements or conduct with members of Unions at Mines.

**MR ANGELO AGRIZZI**: Yes. He told me that he helps the comrades. That if they have a funeral, he feels he should contribute. Even though there is not a contract and that is you know disputable as well. It is not the right thing to do if you think about it, but – and then I was told that people are being paid to support Dyambu tenders and they did support it, believe you me and later on I was actually present when money was actually handed over to certain of these individuals. One individual that comes to mind was Jackson Mafeka who was the leader of the NUM for Kloof Division in Goldfields  
10 and I was present at those meetings when money was actually handed to him and his vehicle was also maintained by Dyambu. We had an internal workshop and they would maintain his vehicle for him as well.

**ADV PAUL PRETORIUS SC**: Let us take it step by step. You were – say you were present at meetings. Where did these meetings take place?

**MR ANGELO AGRIZZI**: The meetings would often take place at the offices of Bosasa or Dyambu at that stage.

**ADV PAUL PRETORIUS SC**: Right and where were those offices?

**MR ANGELO AGRIZZI**: Those offices were at 10 Tom Miller Street.

**ADV PAUL PRETORIUS SC**: Where?

20 **MR ANGELO AGRIZZI**: In Krugersdorp. Roodepoort. That area. It was the old West Rand Cons Mines Chair.

**ADV PAUL PRETORIUS SC**: And you say you were present at meeting where Mr Mafeka and Mr Gavin Watson were also present.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: What did you actually see at these meetings?

**MR ANGELO AGRIZZI:** Well at those meetings I saw him getting money from Gavin Watson.

**ADV PAUL PRETORIUS SC:** When you say getting money, did you see the cash or was it a bag or a parcel? What was it?

**MR ANGELO AGRIZZI:** It was always wrapped in a bag.

**ADV PAUL PRETORIUS SC:** And how do you know that money was in the bag?

**MR ANGELO AGRIZZI:** Because the common practice would be to use the grey type security bank bag to put money into.

**ADV PAUL PRETORIUS SC:** Alright, we will talk about that later on then. In October  
10 and November 1999, did Dyambu's contractual relationship with Kloof and Libanon Mines improve.

**MR ANGELO AGRIZZI:** Most definitely.

**CHAIRPERSON:** I am sorry ...[intervenes]

**ADV PAUL PRETORIUS SC:** Did it want approved, were contracts entered into ...[intervenes]

**CHAIRPERSON:** I am sorry Mr Pretorius. The incident that the witness has testified about, of money being given to Mr Jackson Mafeka, are you still going to come back to it later or ...[intervenes]

**ADV PAUL PRETORIUS SC:** Not that particular one. There will be further evidence of  
20 the practice in relationship to delivery of cash.

**CHAIRPERSON:** Yes.

**ADV PAUL PRETORIUS SC:** How that was done.

**CHAIRPERSON:** Yes.

**ADV PAUL PRETORIUS SC:** And how the cash was packed and handed over.

**CHAIRPERSON:** Yes.



**ADV PAUL PRETORIUS SC:** In other cases and there will be evidence of a practice in that regard, which may shed light on the witnesses evidence in relation to this incident but no particular evidence in relation to this particular meeting is envisaged.

**CHAIRPERSON:** *Ja.* Okay that is – let me ask this question. On the day when you say you were present when money was given to this particular leader of the Union, are you saying money was given to him because you saw a bag that used to be used when people were being given money being given to him or are you saying you did actually see the cash as well?

**MR ANGELO AGRIZZI:** I did not actually see the cash.

10 **CHAIRPERSON:** Okay, but based on your knowledge of a certain practice you took it that what he was being given was money.

**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON:** Okay. Thank you.

**ADV PAUL PRETORIUS SC:** What happened then in October/November 1999 as you state in paragraph 6.22?

**MR ANGELO AGRIZZI:** In October/November 1999, Dyambu at that stage was awarded the catering contracts for Kloof and Libanon Mines. We then decided to rebrand the name Dyambu to Bosasa.

**ADV PAUL PRETORIUS SC:** And your position within what was now called Bosasa,  
20 during the next year, did that change? Did your responsibilities change?

**MR ANGELO AGRIZZI:** Most definitely. My responsibilities got more and more. It just grew phenomenally. I started getting more involved with operations, with Human Resources, doing very much what I used to do at Molope previously.

**ADV PAUL PRETORIUS SC:** And in relation to the new Bosasa brand, did you have any responsibilities?

**MR ANGELO AGRIZZI**: No. I was very responsible for getting the new brand out there, doing presentations, booklets. I would draw up new costing models and proposals and I would later become responsible for the complete operation.

**CHAIRPERSON**: At Molohe, you said that you were employed in a marketing position. What was the actual position called? Were you a marketing manager or what were you called?

**MR ANGELO AGRIZZI**: I just want to correct that Chair. At Molohe I was an Operations Manager. I have always been an Operations Manager.

**CHAIRPERSON**: Oh okay. I may have misunderstood.

10 **MR ANGELO AGRIZZI**: Yes.

**CHAIRPERSON**: And at Dyambu, when you were employed, what was the position called in which you were appointed?

**MR ANGELO AGRIZZI**: Marketing Coordinator.

**CHAIRPERSON**: And when the company was rebranded as you say and called Bosasa, did your title change or not?

**MR ANGELO AGRIZZI**: I never had a title Chair.

**CHAIRPERSON**: Yes. Okay, but what was your position? Was it still the same?

**MR ANGELO AGRIZZI**: No, it changed dramatically. I had a lot of additional functions that I would get involved with and run.

20 **CHAIRPERSON**: Yes, but what I want to know is, whether you were called operations manager or what was the position that were you occupying called or was there no particular name given?

**MR ANGELO AGRIZZI**: 'Jack of all trades' would have been the correct name Chair. With all due respect, there was no name given. I was involved with everything.

**CHAIRPERSON**: And business cards, if you had any, what did they say you were?

**MR ANGELO AGRIZZI**: Marketing.

**CHAIRPERSON**: Marketing Manager?

**MR ANGELO AGRIZZI**: Coordinator.

**CHAIRPERSON**: Coordinator. Oh, okay. Thank you. I just wanted to make sure that we know exactly what your position was called. Thank you. You may proceed Mr Pretorius.

**ADV PAUL PRETORIUS SC**: So just by way of summary, on your initial employment by what was then Dyambu, you were employed in a marketing position as you say in paragraph 6.20.

10 **MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: You say that within a year your responsibilities have broadened ...[intervenes]

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: And you were responsible for operations amongst other things.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: And what was your position within that year in relation to the management and submission of tenders?

20 **MR ANGELO AGRIZZI**: I would be integrally involved in the management and submission of all tenders.

**ADV PAUL PRETORIUS SC**: Now, in paragraph 6.25, you speak about prayer meetings and I am not going to prevent you from giving this evidence, but perhaps you should tell the Chair why you were referring to these practices at Bosasa?

**MR ANGELO AGRIZZI**: Chair, if I may. I am a Christian and when I joined Bosasa one of the predominant reasons why I made that decision, because I believed it was

God-sent, however every morning there was – I was told there was a prayer meeting in some mornings and I got to know a few people and they would attend and between 12 or 15 people would attend every morning and it was led by Gavin Watson. He would lead the prayer meetings and I was impressed. He would share a verse out of the Bible and it would be discussed, but everybody would have to pray out aloud. That was the rule. I was Gavin Watson's right hand man, everybody looked to me, that I attend the prayer meetings, so I was compelled to attend the prayer meetings. During 1999, they extended the prayer meetings, another employee, a youngster who I had kind of grown fond of and taken under my wing to mentor, Leon van Tonder was at these prayer  
10 meetings – shared that these prayer meetings should have happen every day if we want God's blessing over the company.

**ADV PAUL PRETORIUS SC:** Were there all night prayer meetings in addition?

**MR ANGELO AGRIZZI:** Ja. Just give me as second Mr Chair.

**CHAIRPERSON:** Do you want us to stand down to give you time to ...[intervenes]

**MR ANGELO AGRIZZI:** No, no.

**CHAIRPERSON:** Okay.

**ADV PAUL PRETORIUS SC:** In particular what did this indicate to you ...[intervenes]

**CHAIRPERSON:** Mr Pretorius. Mr Pretorius sorry. I am looking at the witness. I think he may have something that he is thinking about whether to say or not. Maybe he  
20 might be needing a little bit some time. I wanted to see whether we should adjourn for 5 minutes, but he says no.

**MR ANGELO AGRIZZI:** Not necessary.

**CHAIRPERSON:** But maybe we must just give him time to say whether he wants to say anything further before your next question.

**ADV PAUL PRETORIUS SC:** Say what you wish to say about that and then I will ask

you a question about this evidence.

**MR ANGELO AGRIZZI**: So we started every morning and I believe, I really do, that it was sincere. So from 06:30 to 08:00 it would continue, but it became kind of a cult. They would invite prophets, not much dissimilar to what you see on TV. They would invite certain pastors from occasion to occasion. They would lead these prayer meetings and then they would have all night prayer meetings as well, but quite simply, it was a mockery and I had compromised by even being part of it, but you see Gavin Watson was a very charismatic leader and he had a lot of influence over all his employees. I think that answers my questions.

- 10 **ADV PAUL PRETORIUS SC**: Alright. That answers the question I was about to ask you in relation to Gavin Watson's strength as a leader and his degree of influence over his employees, but you have answered that question. I want to deal briefly merely to introduce the document with the information contained in ANNEXURE A to your statement and that appears at page 107 of BUNDLE S1. If you could go to page 108 please. There is a diagram there that we may have to refer to in summary but not at this stage which shows various entities in the left hand column on the one hand and various other entities in persons on the right hand side but if I may refer you to page 109.

**MR ANGELO AGRIZZI**: Yes.

- 20 **ADV PAUL PRETORIUS SC**: There we see various individuals. Are these people that you will mention in evidence from time to time and are these the positions they held?

**MR ANGELO AGRIZZI**: Some of them have left, but these are the positions they held at the time.

**ADV PAUL PRETORIUS SC**: Alright, we may have to provide more detail to you in this diagram on page 109 to show the period for which these positions were held and then if

we could go to page 110, there are the names of various officials under the heading of Correctional Services. Again some or all of these persons will be mentioned from the Department of Correctional Services and the Department of Justice and Constitutional Development. Do I understand correctly?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Again, we may have to redo this schedule to show the period and the Offices held by the various people you will mention in your evidence.

**MR ANGELO AGRIZZI**: That is correct.

10 **ADV PAUL PRETORIUS SC**: And similarly on page 110, there are the various members of the Watson family and on page 112 other individuals who are mentioned in your statement and the Offices that they held.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Page 113, again Officials in the NPA and yes, the NPA and other law enforcement institutes.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Page 113 and so on. Chair, the purpose of that document is simply as an index so that anyone reading the statement can make reference when a name is read to the position held either within the Bosasa Group of Companies or within officialdom on the other hand.

20 **CHAIRPERSON**: Okay. That is fine.

**ADV PAUL PRETORIUS SC**: And it needs some revision before a final version is put up.

**CHAIRPERSON**: Thank you.

**ADV PAUL PRETORIUS SC**: Just to fast forward, because we dealing at the moment principally with your employment history. What actually occurred during the course of

your employment, we will deal with in much more detail and in due course, but what happened in August 2016?

**MR ANGELO AGRIZZI**: I do not know if you want me to refer to my statement Chair or ...[intervenes]

**ADV PAUL PRETORIUS SC**: Paragraph 6.27.

**CHAIRPERSON**: Well you can speak without referring to the statement, if your recollection is quite fine, but if you do need to refer to the statement, feel free to do so, because this is a long time ago, so ja.

**MR ANGELO AGRIZZI**: Well quite simply Chair – thank you. In 2016 August I  
10 resigned.

**ADV PAUL PRETORIUS SC**: The purpose of introducing that at this stage is merely to introduce two agreements that were entered into that appear as ANNEXURE B and ANNEXURE C. Now the circumstances in which these agreements were concluded and the relevant facts in that regard will be dealt with in detail at the end of your evidence, but for the moment, would you tell the Chair, what is ANNEXURE B and what is ANNEXURE C. The two agreements you refer to in paragraph 6.28 and 6.29.

**MR ANGELO AGRIZZI**: Okay. On about 25 August I entered into a settlement agreement with Bosasa Operations, Consilium Business Consultants, Daniel John Watson, otherwise known as Cheeky Watson and Gavin Joseph Watson.

20 **ADV PAUL PRETORIUS SC**: Before you go on, Consilium Business Consultants (Pty) Ltd, was that a company which was part of the Bosasa Group of Companies?

**MR ANGELO AGRIZZI**: Indirectly, it was part of the Bosasa Group, but it was owned actually by Jurgen Smith.

**ADV PAUL PRETORIUS SC**: Yes. Why was this agreement entered into?

**MR ANGELO AGRIZZI**: Because I had resigned and they wanted me to come back

urgently. They wanted me to be on a fixed term contract for a period of 10 years.

**ADV PAUL PRETORIUS SC:** Did you enter into that agreement?

**MR ANGELO AGRIZZI:** Yes, I did.

**ADV PAUL PRETORIUS SC:** After your resignation on 25 August 2016?

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** You will give evidence in due course about why you resigned in August 2016. That is detailed evidence and we need to deal with it in its proper context and chronology but what persuaded you, having resigned to enter into this agreement, called the Settlement Agreement?

10 **MR ANGELO AGRIZZI:** I was promised Chair, things will change dramatically and all the points I had raised previously would be addressed. That is why.

**ADV PAUL PRETORIUS SC:** And then what is ANNEXURE C? We are dealing now with paragraph 6.29.

**MR ANGELO AGRIZZI:** Yes. ANNEXURE C is the incorporation of provisions regarding the consultancy agreement which was entered into on 18 March. Basically it is as settlement agreement to get out of the previous 10 year agreement.

**ADV PAUL PRETORIUS SC:** So do I understand you correctly, the agreement which provided for your re-employment after your resignation with Bosasa for a period of 10 years was superseded by another agreement.

20 **MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** Which replaced it.

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** And what it... In very brief terms, what did the second agreement provide for?

**MR ANGELO AGRIZZI:** The second agreement provided for a consultancy with



Bosasa at that stage and it provided to pay me a monthly consultancy fee which was equated to about a 10<sup>th</sup> of the previous agreement.

**ADV PAUL PRETORIUS SC**: So you say the financial benefit of the second agreement was substantially less than the financial benefits of the first agreement.

**MR ANGELO AGRIZZI**: Should it be paid in full, yes.

**ADV PAUL PRETORIUS SC**: Yes, we will deal with it in more detail in due course and in its proper context, but your status having entered into the second agreement was, as I understand it, you had resigned and that resignation was confirmed?

**MR ANGELO AGRIZZI**: Yes. That is correct.

10 **ADV PAUL PRETORIUS SC**: And you had resigned your employment.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: Alright. In paragraph 6.30, you deal with the income and other benefits received from your employment at Bosasa and Dyambu during the period 1999 to 2016.

**CHAIRPERSON**: I am sorry before he answers that Mr Pretorius, just for the sake of completeness, in the light of the second agreement, ANNEXURE C, your relationship with Bosasa had become that of a consultant. Is that right?

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: Okay. Thank you. You may proceed Mr Pretorius.

20 **ADV PAUL PRETORIUS SC**: Let us just clarify that Mr Agrizzi. Did that agreement continue in operation?

**MR ANGELO AGRIZZI**: The consultancy?

**ADV PAUL PRETORIUS SC**: The second agreement. The consultancy agreement.

**MR ANGELO AGRIZZI**: No. It has been cancelled.

**ADV PAUL PRETORIUS SC**: And you will give evidence as to the circumstances in

relation to that in due course.

**MR ANGELO AGRIZZI**: Most definitely.

**ADV PAUL PRETORIUS SC**: Paragraph 6.30 deals with the income and other benefits received by you during the course of your employment at Bosasa for the period 1999 to 2016 and you attached documents which appear to confirm this as ANNEXURE D1 to ANNEXURE D22. Before we go into the tables which appear further on in your statement would you just explain to the Chair what you wish to in paragraph 6.30.1 and following.

**MR ANGELO AGRIZZI**: Chair if I understand the question correctly to Advocate  
10 Pretorius, am I to explain why I decided to put in my earnings into a document like this?

**ADV PAUL PRETORIUS SC**: No. In paragraph 6.30.1 you qualified or explained the tables which follows.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: And you raise certain facts which are relevant to the table which follow.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: Would you just put those before the Chair please? You can refer to paragraph 6.30.1 and following.

**MR ANGELO AGRIZZI**: Well the reason I put it in there was because partly in the  
20 beginning my wife was employed on paper as well as myself. This was done on the advice of Dr Jurgen Smit at the moment. Two reasons. For the pension benefit and also for the tax purposes and also the relevant fact is that my wife was actually my personal assistant at Molohe and when I left Molohe because I was in a senior position, she obviously would not be a personal assistant at Molohe anymore. So she was dismissed as I joined an opposition company.

**ADV PAUL PRETORIUS SC:** And she lost the income from employment.

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** But let us look at paragraph 6.30.1 for a moment. You said my salary between the period 1999 to 2004 was partly in my name and partly in that of my wife's. Is that how your income and your salary was represented to the tax authorities?

**MR ANGELO AGRIZZI:** No.

**ADV PAUL PRETORIUS SC:** How was – how do you explain that then?

**MR ANGELO AGRIZZI:** Just explain – ask me the question again please.

10 **ADV PAUL PRETORIUS SC:** You say that your salary.

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** In other words the salary due to you.

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** In terms of your contract of employment was split, partly in your name and partly in that of your wife's.

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** So your wife was represented as receiving your salary.

**MR ANGELO AGRIZZI:** Part of my salary.

20 **ADV PAUL PRETORIUS SC:** Part of your salary and that I am asking, was that representation made to the Revenue Services for example.

**MR ANGELO AGRIZZI:** Yes it was.

**ADV PAUL PRETORIUS SC:** And that was not a correct or even a false representation.

**MR ANGELO AGRIZZI:** Not at all

**ADV PAUL PRETORIUS SC:** You say it was not false.

**MR ANGELO AGRIZZI**: I do not believe it was false.

**ADV PAUL PRETORIUS SC**: Explain that please.

**MR ANGELO AGRIZZI**: Well my wife had been working for me and she had been getting a salary. I am not sure I understand your question or your line of questioning.

**CHAIRPERSON**: Okay maybe let me see if I can ask this.

**MR ANGELO AGRIZZI**: Yes.

**CHAIRPERSON**: The one thing you say here in the relevant paragraph is that what was your salary was given or part of what was your salary or was meant to be your salary, was given to you and another part was given to your wife.

10 **MR ANGELO AGRIZZI**: Yes.

**CHAIRPERSON**: Okay. Maybe before we proceed, was your wife employed by Dyambu/Bosasa when this all happened?

**MR ANGELO AGRIZZI**: She did not do any work. No.

**CHAIRPERSON**: So she was not employed by Dyambu or Bosasa.

**MR ANGELO AGRIZZI**: No. Only on paper.

**CHAIRPERSON**: Yes. Now in relation to tax.

**MR ANGELO AGRIZZI**: Yes.

20 **CHAIRPERSON**: Was the salary that would have been represented to the tax authorities as the salary that you were being paid by Dyambu or Bosasa? Was it only the part that was given to you, in other words was the part that was given to you reflected as the complete salary or was it indicated that what you actually received was only part of the salary and the other part was given to your wife. Was that reflected in communication and tax documents with the tax authorities?

**MR ANGELO AGRIZZI**: I misunderstood the question. I am sorry. My answer to that is very simple. It was not correct. It was based on the advice.

**ADV PAUL PRETORIUS SC:** So by representing that your salary ...[intervenes]

**CHAIRPERSON:** I am sorry Mr Pretorius, he has understood what I think you were asking and he has answered that question, but I think I would prefer that he answers directly in terms of the question I have put to him. I put the question now in my own way. Your salary as represented to the tax authorities, was it the salary that was being given to you, only that was represented to the tax authorities as your whole salary and maybe let me stop there. What is the answer to that question?

**MR ANGELO AGRIZZI:** The answer is yes it was represented.

**CHAIRPERSON:** As the whole salary?

10 **MR ANGELO AGRIZZI:** As there were two salaries paid.

**CHAIRPERSON:** Ja ...[intervenes].

**MR ANGELO AGRIZZI:** Chair, if I may. Yes ...[intervenes].

**CHAIRPERSON:** Ja ...[intervenes].

**MR ANGELO AGRIZZI:** Clarify. Both salaries were represented to the tax authorities.

**CHAIRPERSON:** Ja.

**MR ANGELO AGRIZZI:** She paid tax on what was on paper on hers and I paid tax which was on mine. The fault that I think we misunderstanding is that they split the salaries in two.

20 **CHAIRPERSON:** Yes.

**MR ANGELO AGRIZZI:** But both paid taxes on those salaries.

**CHAIRPERSON:** Yes.

**MR ANGELO AGRIZZI:** But it should not have been represented that way I agree.

**CHAIRPERSON:** Yes. So in other words the part of your salary ...[intervenes].

**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON**: That was paid to your wife, was it represented to the tax authorities as her salary instead of as part of your salary?

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: And that was factually not correct.

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: Thank you.

**ADV PAUL PRETORIUS SC**: And you say that this was done in order to obtain tax advantages for tax purposes your own words?

**MR ANGELO AGRIZZI**: I took the advice from Doctor Jurgen Smith at that stage.

10 Yes.

**ADV PAUL PRETORIUS SC**: And of course it does not take a tax expert to conclude that by splitting the salary you would be taxed at lower rates. Both you and your wife than a lower rate than if you had been taxed ...[intervenes].

**MR ANGELO AGRIZZI**: That is correct.

**ADV PAUL PRETORIUS SC**: On your own is that correct?

**MR ANGELO AGRIZZI**: That is correct.

**ADV PAUL PRETORIUS SC**: Okay. Let us move on then to the period 2004 to 2016. How was your salary paid then?

20 **CHAIRPERSON**: I am sorry again Mr Pretorius. I do not know whether for completeness it is necessary to know what that salary was and how it was split. But you might ...[intervenes].

**ADV PAUL PRETORIUS SC**: That information will appear in the annexures.

**CHAIRPERSON**: Later on. Okay. All right.

**ADV PAUL PRETORIUS SC**: That we are dealing with ransom sense.

**CHAIRPERSON**: Ja.

**ADV PAUL PRETORIUS SC:** In a minute.

**CHAIRPERSON:** Okay. All right.

**ADV PAUL PRETORIUS SC:** Just explain what happened with your salary during 2004, and until 2016 please?

**MR ANGELO AGRIZZI:** I was not comfortable with the arrangement of paying my wife. Besides she was getting all my money anyway, Chair, like you. So quite simply I spoke to Dr Smith but more importantly what had happened was they wanted us to split my salary because they had two companies Consilium and Bosasa and the decision was from the management that they wanted to split my salary.

10 **ADV PAUL PRETORIUS SC:** In addition to your income in terms of your contract of employment

as you have described. Did you receive other benefits of a monetary value?

**MR ANGELO AGRIZZI:** Yes, I did.

**ADV PAUL PRETORIUS SC:** What were these?

**MR ANGELO AGRIZZI:** I would get cash bonuses, cash payments, I would get holidays, I would get gifts from Gavin Watson, I could go to a shop and buy myself expensive clothes that type of thing and I have listed them all.

**ADV PAUL PRETORIUS SC:** All right. We will come to the detail in due course. In relation to these benefits including cash payments did you declare these on your  
20 income tax returns?

**MR ANGELO AGRIZZI:** At that stage no.

**CHAIRPERSON:** The splitting of your salary was that done for your benefit as opposed to the benefit of the company?

**MR ANGELO AGRIZZI:** Chair ...[intervenes].

**CHAIRPERSON:** For both of you.

**MR ANGELO AGRIZZI**: Chair, if I can answer that question. There would be no benefit to me, it would merely appear on the same tax number. The reason why it was split I can provide you with.

**CHAIRPERSON**: Okay. All right. I guess that would be dealt with in due course. Okay.

**ADV PAUL PRETORIUS SC**: Could you look at page 10 of the bundle, bundle S1, now there is a table there. Would you explain that table to the Chair please?

**MR ANGELO AGRIZZI**: Most definitely. If you look at the first column it is headed Tax Year, the second column is headed annual earnings next to it is annual earnings  
10 of my wife, additional benefits and values. And unfortunately it is such a long time ago we had to estimate a lot of these. And then a cash payment received. And each year is according to the IRP5's as well that were attached hereto.

**ADV PAUL PRETORIUS SC**: So in answer to the Chair's earlier question as to the details of the split between yourself and your wife, one can see those figures in the table on page 10?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: So for example during 1999 you are recorded as having earned R 187 thousand, and your wife that is D Agrizzi I presume?

**MR ANGELO AGRIZZI**: Yes.

20 **ADV PAUL PRETORIUS SC**: Is represented as having received R 400 thousand.

**MR ANGELO AGRIZZI**: It is natural I suppose.

**ADV PAUL PRETORIUS SC**: Well the implications are that your wife was represented as having earned substantially more. In fact, more than double what you earn.

**MR ANGELO AGRIZZI**: That is true.



**ADV PAUL PRETORIUS SC:** When the cause of that income was your employment?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** Then the column that here is headed additional benefit and value your estimates?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** My estimates, my meaning is [indistinct]. Those are approximate values of those benefits, holidays, house paint or [indistinct].

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** And these cash payments received are separate cash  
10 payments from all the other benefits in the table am I correct?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Then if you go to page 11 the table continues to 2010 and the benefits include assistance vehicle trade in what is that?

**MR ANGELO AGRIZZI:** What happened was I was doing a lot of travelling and I was working very hard and the directors are all entitled to some sort of benefits and perks. And I was called in and I was told listen you are doing such a great job that we would like you to upgrade your vehicle. And I was given the difference between the current trade in and the new vehicle as a bonus.

**ADV PAUL PRETORIUS SC:** And the reference to the second and Audi Q7 was that  
20 a direct benefit?

**MR ANGELO AGRIZZI:** Yes. What happened there was I was doing a phenomenal job apparently and Gavin Watson had a Q7 in Port Elizabeth and he sent it down to me and said to me I should take it over.

**ADV PAUL PRETORIUS SC:** And then on page 12 the table continues to 2017.

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** And in 2017 the table records payments under the head annual earnings paid by the Bosasa of R27 million am I correct?

**MR ANGELO AGRIZZI:** That is right.

**ADV PAUL PRETORIUS SC:** And ...[intervenes].

**CHAIRPERSON:** I am sorry Mr Pretorius. I was wondering where this R 27 million, where those figures are. Is it – I am not good with figures, there is no indication anywhere that it is million. Is it – I may be wrong.

**ADV PAUL PRETORIUS SC:** Why, clarify please. That figure in the table on page 12 under the heading annual earnings paid by Bosasa in 2017 what is that figure?

10 **MR ANGELO AGRIZZI:** That is a combination of the retention and the separation agreements in other words the agreement, the first agreement and the second agreement which was paid in bulk.

**ADV PAUL PRETORIUS SC:** And what is the figure? I am sorry Chair.

**MR ANGELO AGRIZZI:** The correct figure is R 27 391 651.00. Ja.

**ADV PAUL PRETORIUS SC:** And in the next column additional benefits and value your estimates?

**MR ANGELO AGRIZZI:** The estimate is R 22 million.

**ADV PAUL PRETORIUS SC:** Now were those amounts actually paid to you and received by you?

20 **MR ANGELO AGRIZZI:** No.

**CHAIRPERSON:** Oh you know what Mr Pretorius what may have confused me is that in relation to the figures for the years before 2017. The way the figures are written is that there is -00 for cents, whereas in this one there is no -00 for cents. So that might have caused me some confusion. Thank you.

**ADV PAUL PRETORIUS SC:** So to be consistent with the way in which the figures

are portrayed here in this table. The figure R 27 391 651.00 should have after it a hyphen and two noughts.

**MR ANGELO AGRIZZI**: I have made a note of that.

**ADV PAUL PRETORIUS SC**: But you say these amounts were not paid at least in full and ...[intervenes].

**MR ANGELO AGRIZZI**: Not in full at all. They were late on the agreement at one stage.

**ADV PAUL PRETORIUS SC**: Were not paid at all?

10 **MR ANGELO AGRIZZI**: No, I never said that. I said, Chair, that I cannot remember exactly what was paid of the R 22 million of the agreement because that they did not pay in full.

**CHAIRPERSON**: Yes. Some were paid ...[intervenes].

**MR ANGELO AGRIZZI**: Yes.

**CHAIRPERSON**: But not in full.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: And the details we deal with in due course.

**MR ANGELO AGRIZZI**: It is fine.

20 **ADV PAUL PRETORIUS SC**: The circumstances which arose at the time to cause the non payment that you are referring to, the extent of non payment that you refer to.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Ja, let us just having dealt with that schedule of income, deal with the structure of companies and briefly with the history of Bosasa again by a way of background. We do deal with certain factual matters in this section but that is the way your statement has been compiled ...[intervenes].

**CHAIRPERSON**: Before you do that Mr Pretorius just so that – for the sake of completeness if I may go back to the position of your wife.

**MR ANGELO AGRIZZI**: Yes.

**CHAIRPERSON**: Is my understanding correct that in Dyambu's books, Bosasa's books she was reflected, or would have been reflected as a BEE but she actually did not do any work is that correct?

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: Thank you.

**ADV PAUL PRETORIUS SC**: You will see we may just noted that the references to  
10 annual earning D Agrizzi stopped in 2004.

**MR ANGELO AGRIZZI**: That is correct.

**ADV PAUL PRETORIUS SC**: Let us deal then with the – and why did that occur if you just explain again and you have mentioned it briefly?

**MR ANGELO AGRIZZI**: I was not happy about it and they could not reflect my total salary because it would be an embarrassment to the other directors that were earning much less than I was.

**ADV PAUL PRETORIUS SC**: All right. Let us go then to paragraph 7?

**CHAIRPERSON**: I am sorry Mr Pretorius. It does not appear to me that it is  
20 apparent from pages 10 and 11 that with effect from 2005 she had fallen out of the picture ...[intervenes].

**ADV PAUL PRETORIUS SC**: If I may explain, Chair.

**CHAIRPERSON**: Yes.

**ADV PAUL PRETORIUS SC**: If one looks at paragraph 10 or page 10 rather you will see ...[intervenes].

**CHAIRPERSON**: Her name is there in the ...[intervenes].

**ADV PAUL PRETORIUS SC**: The headings to the ...[intervenes].

**CHAIRPERSON**: That column.

**ADV PAUL PRETORIUS SC**: Columns.

**CHAIRPERSON**: Yes.

**ADV PAUL PRETORIUS SC**: Annual earning A Agrizzi, annual earning D Agrizzi.

**CHAIRPERSON**: Yes.

**ADV PAUL PRETORIUS SC**: That is the wife of Angelo Agrizzi. You will see that a figure is in the column headed D Agrizzi until the year 2004.

**CHAIRPERSON**: Yes.

- 10 **ADV PAUL PRETORIUS SC**: If you turn the page, you will see that the column headed annual earning D Agrizzi has now disappeared. And it is now headed annual earning paid by Bosasa and annual earning paid by Consilium. I presume those amounts were paid directly to yourself?

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: Well the difficulty with that Mr Pretorius is that also the column written annual earnings A Agrizzi is no longer there at page 11.

**ADV PAUL PRETORIUS SC**: Yes. All right. So let us correct that ...[intervenes].

**CHAIRPERSON**: So there should be something that will tell the reader of the change.

- 20 **ADV PAUL PRETORIUS SC**: Yes, okay. Let us just correct that then. The heading to the column on page 11, annual earning paid by Bosasa.

**MR ANGELO AGRIZZI**: I have made a note.

**ADV PAUL PRETORIUS SC**: That should be A Agrizzi.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: And in the next column annual earning paid by

Consilium as you say in your statement should also be reflected as in paid in the name of A Agrizzi am I correct?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Okay. Will that clear it up, Chair?

**CHAIRPERSON**: I am sorry it should be paid to A Agrizzi in both columns at page 11 is that right?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: Correct, Chair.

**CHAIRPERSON**: Is that right. Okay. Thank you.

10 **ADV PAUL PRETORIUS SC**: And ...[intervenes].

**CHAIRPERSON**: Then that will make it clear.

**ADV PAUL PRETORIUS SC**: And if you look at paragraph 6.30.2 the position after 2004 is described there. Do you see that?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: All right. Let us then move to paragraph 7. The company that is relevant to your evidence that preceded the company Dyambu Operations Pty Ltd, and I must confess, Chair, I am not too sure of the manner in which the corporate change took place whether it was simply a change of names or a transfer of shares. But prior to the Dyambu Operations Pty Ltd what was the name  
20 of the company relevant to the Bosasa Group as it became [indistinct]?

**MR ANGELO AGRIZZI**: It was Meritum Hostels (Pty) Ltd.

**ADV PAUL PRETORIUS SC**: Who were the shareholders in that company?

**MR ANGELO AGRIZZI**: The shareholders there was Dr Jurgen Smith and Mr Fanie Van Zyl.

**ADV PAUL PRETORIUS SC**: And what was the business of Meritum?

**MR ANGELO AGRIZZI:** They had a contract with a youth centre, a youth development centre now called Mogale Youth Development Centre. It was known then as Meritum Youth Development Centre. It also had the Lindela contract and undocumented [sic] migrants are kept there as they are today.

**ADV PAUL PRETORIUS SC:** All right. Just before you go on please because Youth Development Centres and Lindela are going to feature prominently in the evidence that you are about to give. What is a Youth Development Centre?

**MR ANGELO AGRIZZI:** A Youth Development ...[intervenes].

**ADV PAUL PRETORIUS SC:** [Indistinct] what does it do?

10 **MR ANGELO AGRIZZI:** Youth Development Centre is where Government pays us, the Department of Social Services pays Bosasa or Meritum, pay them a fee to detain a child that is awaiting trial. So they would pay a fee, and for that fee they expect quite a lot of services, training, development, cleaning, catering, laundry services, medical services, social services for the child. At Lindela the provisions is very similar but more focussed towards the adult and all those services with exception of education is paid for by Government.

**ADV PAUL PRETORIUS SC:** And what is the purpose of Lindela, what is its function?

**MR ANGELO AGRIZZI:** To hold undocumented migrants before they get deported.

20 **ADV PAUL PRETORIUS SC:** All right. Did Meritum also provide catering services at mines?

**MR ANGELO AGRIZZI:** They did.

**ADV PAUL PRETORIUS SC:** And the corporate change that took place is explained in the last sentence of paragraph 7.1 where you say I was informed by Gavin Watson that the shares in Meritum Hostels (Pty) Ltd were sold to himself that is Gavin

Watson, Mansell and Dyambu Holdings (Pty) Limited.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: And the business was then conducted by and under the auspices of Dyambu Operations Pty Ltd?

**MR ANGELO AGRIZZI**: That is right.

**ADV PAUL PRETORIUS SC**: If you look at ANNEXURE E1 to E2, and we need not go there for the moment it is there for reference purposes, Chair. The structure of the Bosasa group of companies, it is affiliates and associate companies as it appeared in 2016 the time you left Bosasa is attached in ANNEXURE E1 and E2, am

10 I correct?

**MR ANGELO AGRIZZI**: That is right.

**ADV PAUL PRETORIUS SC**: During the course of your evidence you will refer to a number of companies you will refer also to trusts.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: The position in what you have you referred to as the Bosasa Group of Companies in your evidence will be explained in those annexures. And if necessary we can go there when that evidence is given.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: All right. Did you compile that document?

20 **MR ANGELO AGRIZZI**: I did not.

**ADV PAUL PRETORIUS SC**: Can you – are you in a position to verify that the information there is absolutely correct?

**MR ANGELO AGRIZZI**: I have not been at the company for quite some time I did not compile it, I do not know who drafted the document, I cannot verify the veracity of that document.



**ADV PAUL PRETORIUS SC:** So it is at best a guide for us is it?

**MR ANGELO AGRIZZI:** It is a guide.

**ADV PAUL PRETORIUS SC:** Okay.

**CHAIRPERSON:** That is at what page Mr Pretorius?

**ADV PAUL PRETORIUS SC:** E1 is at page, sorry, page 247. And the further documents follow. So let us perhaps look at page 247. The Bosasa Group structure appears on page 248 do you see that?

**MR ANGELO AGRIZZI:** I do.

**ADV PAUL PRETORIUS SC:** And the company in the top left hand corner of page  
10 248 of ANNEXURE S, or schedule S1 or EXHIBIT S1 rather, is Bosasa Empowerment and Management Services (Pty) Ltd.

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Its shareholders and directors according to the drafter of this document are set out there in that box at the top left hand corner. And a subsidiary which is a 100 percent owned by Bosasa Empowerment and Management Services (Pty) Ltd is Bosasa Operations (Pty) Ltd.

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** And its directors are set out there and it is a wholly owned subsidiary of Bosasa Empowerment and Management Services is that so?

20 **MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** And there are various related companies that appear on that page and following pages.

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** We refer in this statement or you refer in this statement to, on the one hand the Bosasa group of companies reflected in that

annexure, and also to Bosasa. When you refer to Bosasa to which company are you referring?

**MR ANGELO AGRIZZI**: Bosasa Operations the group.

**ADV PAUL PRETORIUS SC**: Bosasa Operations?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: And that was your employer I understand?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Mostly. Consilium was your employer at a stage as well?

10 **MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: With regard to the document at page 247, 248, the one that we have just had a look at. You have said that you did not compile it and you do not know who compiled and you do not know if it is correct or accurate. And I assume you are talking about not knowing whether it is accurate as of now. As at the time that you left Bosasa do you know whether this is how – whether it reflects what the position was at time or not?

**MR ANGELO AGRIZZI**: Chair, my understanding is this was as it was then.

**CHAIRPERSON**: Thank you.

**ADV PAUL PRETORIUS SC**: All right. From the Annexure and your own knowledge  
20 it seems safe at least to say that the parent company was Bosasa Empowerment and Management Services (Pty) Ltd?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: And within that structure various other companies operated as part of the Bosasa group of companies?

**MR ANGELO AGRIZZI**: That is right.

**ADV PAUL PRETORIUS SC:** Was the position constant, and were there structures of the various companies and their relationship with one another, constant throughout the period of your employment with Bosasa?

**MR ANGELO AGRIZZI:** Chair, things would change very frequently. Directors would change, it was often difficult very difficult to keep track with everything.

**ADV PAUL PRETORIUS SC:** Did shareholders change?

**MR ANGELO AGRIZZI:** Yes, they did.

**ADV PAUL PRETORIUS SC:** All right. You are going to refer in your evidence then to a number of companies. The first is Bosasa Operations (Pty) Ltd to which you  
10 have referred as your employer.

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Does that now have a different name?

**MR ANGELO AGRIZZI:** It is now called African Global Operations I believe.

**ADV PAUL PRETORIUS SC:** Right. You will also refer the security arm of the group and I understand to Bosasa Security (Pty) Ltd correct?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Has that name changed?

**MR ANGELO AGRIZZI:** It has become Black Rocks Security Intelligence Services (Pty) Ltd.

20 **ADV PAUL PRETORIUS SC:** Then in relation to Youth Development was there a separate corporate entity?

**MR ANGELO AGRIZZI:** Yes, there was.

**ADV PAUL PRETORIUS SC:** What was the name of that entity? Or what is the name of that entity?

**MR ANGELO AGRIZZI:** The name was always Bosasa Youth Development Centres

(Pty) Ltd, Chair.

**ADV PAUL PRETORIUS SC:** All right. In 7.2.4 you refer to Leading Prospect Trading 111 (Pty) Ltd.

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** What was the function of that company?

**MR ANGELO AGRIZZI:** That is Lindela that has the contract with the Home Affairs Department to keep undocumented migrants.

**ADV PAUL PRETORIUS SC:** Who owned the Lindela facility? Or who owns the ...[intervenes].

10 **MR ANGELO AGRIZZI:** The facility ...[intervenes].

**ADV PAUL PRETORIUS SC:** Lindela Facility ...[intervenes].

**MR ANGELO AGRIZZI:** Where Lindela operates from is owned by Bosasa Properties.

**ADV PAUL PRETORIUS SC:** Right. But you say the operations are managed and the contract is held by Leading Prospect Trading?

**MR ANGELO AGRIZZI:** The operations are held by Leading Prospect Trading and they are outsourced to Bosasa Operations accordingly.

**ADV PAUL PRETORIUS SC:** All right. Then in paragraph 7.2.5 you refer to a company to which you will again refer in your evidence Sondolo IT (Pty) Ltd?

20 **MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Is that now Global Technology Systems (Pty) Ltd also known as GTS?

**MR ANGELO AGRIZZI:** I believe it is known as GTS.

**ADV PAUL PRETORIUS SC:** Yes, what company is that and what did it do?

**MR ANGELO AGRIZZI:** That company has done quite significant work in terms of

electronic surveillance and technology.

**ADV PAUL PRETORIUS SC:** Okay.

**MR ANGELO AGRIZZI:** For the Departments of Corrections, the Department of Justice, I do not know who else of late.

**ADV PAUL PRETORIUS SC:** Right. And would you tell the Chair of a Phezulu Fencing (Pty) Ltd please?

**MR ANGELO AGRIZZI:** Phezulu Fencing does high security mesh, welded mesh fencing and is made – it became known predominantly with the Department of Corrections contract as well.

10 **ADV PAUL PRETORIUS SC:** That company does not appear on the organogram I believe?

**MR ANGELO AGRIZZI:** No.

**ADV PAUL PRETORIUS SC:** But it is a company related to or within the Bosasa group of companies am I correct? 3

**MR ANGELO AGRIZZI:** It is related to because it is owned by Gavin Watson.

**ADV PAUL PRETORIUS SC:** And then Consilium Business Consultants (Pty) Ltd tell the Chair about that please?

**MR ANGELO AGRIZZI:** Consilium Business Consultants used to be owned by late Doctor Jurgen Smith and I think his son had a small shareholding in that. And there  
20 was an agreement that Mr Petrus Venter would take it over when Doctor Smith passed away. And he put it in to his wife's name so Mr Venter so that it could not be linked directly to either him or Bosasa.

**ADV PAUL PRETORIUS SC:** Now you are going to refer to a number of entities in your evidence are you able at this stage to recall the full particulars and details of all these entities?

**MR ANGELO AGRIZZI**: It is impossible, Chair, impossible.

**ADV PAUL PRETORIUS SC**: But to the extent that you can, you will assist the Commissioner?

**MR ANGELO AGRIZZI**: Wherever I can assist and I remember I will you the truth.

**ADV PAUL PRETORIUS SC**: Right. But the person with the responsibility for constructing the companies and the relationship with one another I believe was the company secretary at Bosasa Mr Tony Perry?

**MR ANGELO AGRIZZI**: That is correct.

**ADV PAUL PRETORIUS SC**: And he could assist I presume in any explanation that  
10 is required?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: All right. Chair, I see it is 13:00 may we take the long adjournment?

**CHAIRPERSON**: Yes, no that is fine. We will take the lunch adjournment and we will resume at 14:00.

**ADV PAUL PRETORIUS SC**: Thank you, Chair.

**CHAIRPERSON**: Thank you. We adjourn.

**COMMISSION ADJOURNS**

**COMMISSION RESUMES**

20 **CHAIRPERSON**: Yes, Mr Pretorius?

**ADV PAUL PRETORIUS SC**: Thank you, Chair.

**CHAIRPERSON**: Before you proceed, I just want to bring something to Mr Agrizzi's attention, that is that at page 156 of EXHIBIT S1 in the bundle that we have been using this morning, I think that is a tax document, you are, your job title is reflected as Chief Operating Officer. I think when I asked you a question, you said in your, in

your business cards it was reflected as Marketing Coordinator or something. Are you aware of what is reflected there?

**MR ANGELO AGRIZZI**: I am. I thought you were – you were referring to when I joined Dyambu.

**CHAIRPERSON**: Oh, okay. Well, I may have but when you left, you were COO, it is Chief Operations Officer or Chief Operating Officer. Is that correct?

**MR ANGELO AGRIZZI**: That is correct.

**CHAIRPERSON**: Okay. All right, thank you. Yes, you may proceed, Mr Pretorius.

**ADV PAUL PRETORIUS SC**: Thank you, Chair. When we adjourned, Mr Agrizzi, we  
10 were at paragraph 7.4 of your affidavit and we mentioned the name of the Company Secretary responsible for the structuring of the company is Tony Perry.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Or perhaps better put, responsible for the implementation of decisions concerning the restructuring of the company or the structuring of the company.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Right. Now, you say in paragraph 7.5 that from time to time you received reports regarding the names of various people involved within the Bosasa Group of Companies and various people in Government with whom the  
20 Bosasa Group of Companies would have dealt and you mentioned there the names in paragraph 7.5 of Gavin Watson and Ciopella[?]. Firstly, who is Mr Ciopella?

**MR ANGELO AGRIZZI**: Mr Ciopella was a consultant to Gavin Watson personally and his background, I am, I have been told, he was a bodyguard for the late struggle stalwart Peter Mokaba and Mr Ciopella was, I know, involved, he told me he was Fana Hlongwana in the arms deal and he was also involved, he told me, with

Thalante Myeni in PRASA. That is what I know about Mr Ciopella.

**CHAIRPERSON**: What did he tell you about arms deal, I did not hear that part?

**MR ANGELO AGRIZZI**: Sorry, he told me he was involved with Mr Fana Hlongwana at the arms deal.

**CHAIRPERSON**: Okay, thank you.

**ADV PAUL PRETORIUS SC**: All right. Firstly, did these two people mention to you the names of people who were shareholders in the various companies in the Bosasa Group of Companies?

10 **MR ANGELO AGRIZZI**: There were names mentioned at, from time to time, different names of different politicians that would come up and this was many years ago. If you, just when we changed the name from Dyambu to Bosasa .

**ADV PAUL PRETORIUS SC**: I presume you can remember some names?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: But not all?

**MR ANGELO AGRIZZI**: No.

**ADV PAUL PRETORIUS SC**: Can you remember precisely the context in which the names were mentioned? In other words whether were they shareholders or associates or any other detail?

20 **MR ANGELO AGRIZZI**: Whenever Mr Watson would be questioned as to the veracity of a BEE company, he would then rattle of names such as Girly Pikoli, Lindi Sesulu, Nosiviwe Mapisa-Nqakula. I cannot remember all of them right now.

**ADV PAUL PRETORIUS SC**: All right. My, my concern at this stage, before you mention names, is to [soundtrack interruption] the evidence that you would give is reliable and accurate. Can you vouch for any names in relation to what you were told as regard shareholdings or directorships within the Bosasa Group of



Companies?

**MR ANGELO AGRIZZI**: Are you asking me? Sorry, Mr Chair, are you asking me if I know there were factual shareholders in, in the, in the Bosasa Group?

**ADV PAUL PRETORIUS SC**: Yes, I am, I am asking you whether, if you mention any names of those persons related to by Watson and Ciopella, whether that is reliable information which you are happy to present to the commission?

**MR ANGELO AGRIZZI**: They told me about it, but I cannot vouch for their word. I can only refer to the shareholders' register and to the CIPC documents that are there.

10 **ADV PAUL PRETORIUS SC**: Well, those, those, that will be up to the investigators to produce.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: You do not have those documents at hand now?

**MR ANGELO AGRIZZI**: I do not have them, no.

**ADV PAUL PRETORIUS SC**: But apart from what appears in official documents, what you would have been told would have been hearsay evidence for which you cannot vouch.

**MR ANGELO AGRIZZI**: Correct.

20 **ADV PAUL PRETORIUS SC**: And you are not, as I understand it, clear on your recall of exactly what was told to you?

**MR ANGELO AGRIZZI**: The names were mentioned to me but I cannot vouch for them.

**ADV PAUL PRETORIUS SC**: So for that reason, I am not going to ask you to put up any names of shareholders and directors in the Bosasa Group of Companies, but if necessary and if it becomes relevant later, you are happy to do so, to the best of

your ability?

**MR ANGELO AGRIZZI**: Of course I would.

**ADV PAUL PRETORIUS SC**: Perhaps what you could do, is give it some thought overnight and record what you are happy is reliable information.

**MR ANGELO AGRIZZI**: I would prefer to do that.

**ADV PAUL PRETORIUS SC**: All right. In paragraph 7.6 you talk about Meritum Hostels changing its name to Dyambu Operations. We have heard that evidence.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: In paragraph 7.7 you go on to talk about Gavin  
10 Watson's involvement in the day-to-day running of the company, as you put it. Could you tell the Chair what the position was in that regard?

**MR ANGELO AGRIZZI**: Chair, initially Gavin Watson was not actively involved in the day-to-day management and running of the company. That responsibility was given to Mansell. When I started within a couple of months, he would take more ownership of it, but at that stage, he was only coming once or twice per week. He was also Casino License Consultant to Sun International and when his contract ended with Sun International, he became more actively involved with the running of Dyambu Operations those years. So this was during 1999.

**ADV PAUL PRETORIUS SC**: In paragraph 7.7 you say, initially Gavin was not  
20 actively involved in the day-to-day running of the company. What company are you referring to there?

**MR ANGELO AGRIZZI**: I am referring to Dyambu Operations.

**ADV PAUL PRETORIUS SC**: Do you recall who the shareholders were of Dyambu Operations at the time you were employed?

**MR ANGELO AGRIZZI**: The shareholders were Gavin Watson 50% and Danny

Mansell 50%.

**ADV PAUL PRETORIUS SC:** When did the name of Dyambu Operations change?

And I believe from your evidence it changed to Bosasa Operations (Pty) Ltd.

**MR ANGELO AGRIZZI:** Correct. It was changed about 1999, 2000, Chair, and that was when we got new contracts into the company at that stage and the decision was to rebrand it and there was some negativity regarding Dyambu, so we - That is when the name changed.

**CHAIRPERSON:** The shareholding that you have just given relates to when you were appointed right at the beginning?

10 **MR ANGELO AGRIZZI:** That is correct.

**CHAIRPERSON:** Okay.

**ADV PAUL PRETORIUS SC:** The contracts that you refer to, can you specify them?

**MR ANGELO AGRIZZI:** Yes, these were the Libanon Contract, the Libanon Gold Mine, Kloof Gold Mine, there was at a stage some other smaller operational mines that we had, we had become involved with, like Sasol and that type of thing.

**ADV PAUL PRETORIUS SC:** And from 2001, December, where was the head office of the Bosasa Group of Companies located?

**MR ANGELO AGRIZZI:** It was located at number – we called it Number 1 Windsor Road, but there is actually no number there. So, Chair, what we did was,  
20 we actually took over the old Gold Fields Security Head Office, and it was, we called it [soundtrack interruption] in Luipaardsvlei.

**ADV PAUL PRETORIUS SC:** That is near Krugersdorp?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** What was the relationship or the quality of the relationship rather, between Mansell and Watson?

**MR ANGELO AGRIZZI**: It had degenerated and it was a bit acrimonious at one stage.

**ADV PAUL PRETORIUS SC**: And did that result in a transfer of shares?

**MR ANGELO AGRIZZI**: That is correct.

**ADV PAUL PRETORIUS SC**: What was that transfer?

**MR ANGELO AGRIZZI**: Danny Mansell sold his shares and those shares were then used to divided it up into the newly ...[intervenes].

**ADV PAUL PRETORIUS SC**: Sorry, before you go on. Sold, sold his shares to whom?

10 **MR ANGELO AGRIZZI**: Well, he sold them to Gavin Watson.

**ADV PAUL PRETORIUS SC**: Right. And you say those shares would...?

**MR ANGELO AGRIZZI**: They were then divided up and put into various smaller little entities and that. That is how Gavin decided to structure the company.

**ADV PAUL PRETORIUS SC**: What... Do you know or understand the purpose of that?

**MR ANGELO AGRIZZI**: Well, it is to fund ...[intervenes]

**ADV PAUL PRETORIUS SC**: Allocation of shares.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: What was the ...[intervenes].

20 **MR ANGELO AGRIZZI**: Basically it is to fund.

**ADV PAUL PRETORIUS SC**: In what fashion or in what manner or for what purpose?

**MR ANGELO AGRIZZI**: The fashion and the manner and the purpose is to fund for BEE status.

**ADV PAUL PRETORIUS SC**: Did Mansell ever return?

**MR ANGELO AGRIZZI**: Yes ...[intervenes].

**ADV PAUL PRETORIUS SC**: To the Bosasa fold?

**MR ANGELO AGRIZZI**: Yes, he did.

**ADV PAUL PRETORIUS SC**: In what capacity?

**MR ANGELO AGRIZZI**: He came back as a consultant to assist Gavin Watson and I and carry on further [indistinct] in the statement.

**ADV PAUL PRETORIUS SC**: We will talk later of Mansell, Danny Mansell and your dealings with him.

**MR ANGELO AGRIZZI**: That is fine.

10 **ADV PAUL PRETORIUS SC**: During the first four years of your employment at the Bosasa, what was the main business of Bosasa or Dyambu?

**MR ANGELO AGRIZZI**: Well you, you will recall that I mentioned that we did a catering services, Chair, full facilities management of mining hostels as well as we had the Lindele Repatriation Facility and then Youth Development facilities as well and services we provided to the Department of Social Services but then also we, we were involved with certain smaller security contracts if I recall correctly.

**ADV PAUL PRETORIUS SC**: All right. Before you go on, what is a full facilities management service contract?

20 **MR ANGELO AGRIZZI**: A full facilities management service contract is managing the facilities and I would identify it as saying high density accommodation facilities. So, your typical mining hostels, that type of facility. So you would do everything, from catering, cleaning, from room allocations, maintenance, painting to even recreation and running the bars and canteens.

**ADV PAUL PRETORIUS SC**: Right. And what did catering services involve at that time?

**MR ANGELO AGRIZZI**: Catering services were providing a good, well balanced cooked meal.

**ADV PAUL PRETORIUS SC**: Would that involve purchasing the food stuffs?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Preparing and presenting?

**MR ANGELO AGRIZZI**: Correct. Cooking, preparing, presenting and then also the waste disposal and everything that goes with it.

**ADV PAUL PRETORIUS SC**: You refer here to Lindele and you have told the Chair what that was all about and then you talk about Youth Centres of the Department of  
10 Social Services. Are those the Youth Development Centres that you referred to earlier in your evidence or are they something different?

**MR ANGELO AGRIZZI**: The Youth Development Centres are what is says earlier, that they take youth that are currently awaiting trial, we get, at that stage Bosasa Youth Development Centres was getting paid to house, accommodate, clean, feed and train children.

**ADV PAUL PRETORIUS SC**: The services to the Youth Centres as referred to in this paragraph, is that the same thing, or is that something different?

**MR ANGELO AGRIZZI**: It is exactly the ...[intervenes].

**ADV PAUL PRETORIUS SC**: You use a phrase here, 'Youth Centres' as opposed to  
20 Youth Development Centres. Simple question, is that the same thing?

**MR ANGELO AGRIZZI**: Same thing.

**ADV PAUL PRETORIUS SC**: Okay. Then you say in paragraph 8.2 that during the period 2001 to 2003, Bosasa entered into a number of agreements with, you say amongst other, the following entities. Would you relate that please to the Chair?

**MR ANGELO AGRIZZI**: Chair, the new contracts that we had received, there was a

massive growth spurt that we had there from 2001. One of the contracts was Sasol SA. We had Brandspruit and Twist Drive where we were running catering services. We had a full facilities contract with Kloof and Libanon Mines which was operated by Gold Fields. We had a, we, we received a contract with Hartebeesfontein Gold Mine which entailed three hostels. We had a full facilities ...[intervenes].

**ADV PAUL PRETORIUS SC:** Sorry, was that full facilities and catering?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Yes?

**MR ANGELO AGRIZZI:** We had a full facilities and catering facility with Randfontein  
10 Estates, in Randfontein. Then we had a full facilities contract with Harmony Gold Mines in the Free State. We also had a catering only contract with Goedehoop Collieries in Witbank. We had a catering contract with Oryx and Beatrix Mines in the Free State which are also part of the Goldfields Group. Then we also ventured into the South African Post Office to perform security services for the South African Post Office and we also had a guarding agreement with the airports company at OR Tambo International and that was to guard the multi-storey parkades.

**ADV PAUL PRETORIUS SC:** All right. In relation to the agreement with the South African Post Office to provide security, where was this security to be provided? Nationally, locally, at the head offices, where?

20 **MR ANGELO AGRIZZI:** It was - Chair, it was locally concentrated but it evolved to include pension pay-out points at a later stage.

**ADV PAUL PRETORIUS SC:** All right. And by locally do you mean at post offices in the Johannesburg area, or what do you mean?

**MR ANGELO AGRIZZI:** Well, in the Gauteng area predominantly at that stage.

**ADV PAUL PRETORIUS SC:** At individual Post Offices?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: All right. You have already testified to the activities of Gavin Watson in relation to trade union members in paragraph 9.1.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: In paragraph 9.2, you say that during late 1999, you were instructed by Gavin Watson to attend to the Sasol catering tender?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Could you tell the Chair about that, please?

**MR ANGELO AGRIZZI**: Chair, when I arrived in May of 1999, I must clarify because  
10 I saw the mistake with the date, but when I arrived in May 1999, the one of the issues was that they had submitted a proposal to Sasol Mining for the ...[intervenes].

**ADV PAUL PRETORIUS SC**: Who had submitted proposals?

**MR ANGELO AGRIZZI**: At that stage it was Dyambu. They submitted a proposal to Sasol Brandspruit and Twist Drive but something was amiss because there was a problem with regards to the process of how they put in the tender and also how they costed the tender. One of the big issues was that they had under-costed on the overheads and they had included it into the meal cost and that threw out the tender completely. I was then asked to go and rectify the problem. I was told who I would meet with and who was going with me to rectify the problem.

20 **ADV PAUL PRETORIUS SC**: Just before you go on; at what stage in the tender process was the error discovered and at what stage in the tender process was the problem, as you say, rectified or intended to be rectified?

**MR ANGELO AGRIZZI**: No, the tender had closed already. The bid submissions had lapsed.

**ADV PAUL PRETORIUS SC**: So, as we all know, it would be improper to change



the tender specifications or the specifications in the bid and the costing at that stage.

**MR ANGELO AGRIZZI**: It was improper.

**ADV PAUL PRETORIUS SC**: Yes, okay. Carry on please.

**MR ANGELO AGRIZZI**: I was then asked ...[intervenes].

**CHAIRPERSON**: I am, I am sorry. Was the point you were making that by the time you were asked to assist with regard to the tender submission that had not, that had some error ...[intervenes]

**MR ANGELO AGRIZZI**: Yes.

**CHAIRPERSON**: The company had already lost that tender. Is that, is that what you  
10 mean or it had not lost the tender as yet?

**MR ANGELO AGRIZZI**: The tender submissions had ...[intervenes].

**CHAIRPERSON**: It had not succeeded in the gaining the, getting the tender?

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: Okay. All right.

**ADV PAUL PRETORIUS SC**: Well, let us clarify. When a invitation to bid is issued, a company wishing to tender responds by providing the documentation, costing and other particulars required in the invitation to bid. Is that correct?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: At a later stage then the process is closed.

20 **MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: There is a deadline put and after that, as I understand the process, no amendments can be made to the bid documents.

**MR ANGELO AGRIZZI**: That is standard practice.

**ADV PAUL PRETORIUS SC**: Right. Now as I understand it, at the stage you were asked to intervene, no-one had been awarded the tender yet.

**MR ANGELO AGRIZZI**: That is right.

**ADV PAUL PRETORIUS SC**: But you had been alerted to the fact that there were errors in your tender documents?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Or your bid documents.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Right, and so after the closure of the tender process, but before the award of the bid to any particular bidder, you were intending to intervene ...[intervenes].

10 **MR ANGELO AGRIZZI**: That is correct.

**ADV PAUL PRETORIUS SC**: Which you say is not proper.

**MR ANGELO AGRIZZI**: That is correct.

**ADV PAUL PRETORIUS SC**: Okay. Does that clarify it, Chair?

**CHAIRPERSON**: It does, it does. Thank you very much.

**ADV PAUL PRETORIUS SC**: Thank you. Proceed then.

**MR ANGELO AGRIZZI**: All right. I was requested that I go with someone to Sasol and meet with a certain person at procurement and ask them if we could adjust our pricing structure at that stage. I was told it is not a major problem for them and I submitted an adjusted price where I explained in depth that there was an error in the way it was submitted and the tender was then allowed to go through and the contract was awarded, initially to Dyambu but we had requested them to put it in the name of Bosasa because it was at the time that we were doing the name change.

20 **ADV PAUL PRETORIUS SC**: In order to – as you have said to the Chair, this happened after the submission date of the tender. In other words after tenders had closed.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: In order to affect the amendments to your bid documents, did you then interact with officials at Sasol, at Sasol?

**MR ANGELO AGRIZZI**: I said that earlier, I, I interacted with somebody that was appointed from procurement.

**ADV PAUL PRETORIUS SC**: Right. And do you know if that procurement official, or did that procurement official say anything to you about whether she had been instructed or not to intervene?

**MR ANGELO AGRIZZI**: The procurement official was actually annoyed, Chair,  
10 because they had been instructed from a higher authority to make the change and allow the change.

**ADV PAUL PRETORIUS SC**: Do you know who that higher authority was?

**MR ANGELO AGRIZZI**: I cannot remember the name of the person.

**ADV PAUL PRETORIUS SC**: You then, in paragraph 9.3 of your affidavit, talk of a meeting with a Mr Simon Mofokeng. Who is or was Simon Mofokeng?

**MR ANGELO AGRIZZI**: Simon Mofokeng was the Head of CEPPAWU, which is the Chemical Energy Paper Printing Food And Allied Workers Union.

**ADV PAUL PRETORIUS SC**: I think it is Wood and Allied Workers Union, is it?

**MR ANGELO AGRIZZI**: Yes.

20 **ADV PAUL PRETORIUS SC**: And how did this meeting come about?

**MR ANGELO AGRIZZI**: Well, I got a call from Gavin Watson, he said that we have got to go and have a meeting with Simon Mofokeng and he was the Head of the Trade Union. So I had to drop whatever I was doing and he would, he would go through and see Simon, with me.

**ADV PAUL PRETORIUS SC**: And did he explain to you the purpose of the meeting?

**MR ANGELO AGRIZZI**: He said the purpose of the meeting was to sort out Sasol.

**ADV PAUL PRETORIUS SC**: And how would that be achieved?

**MR ANGELO AGRIZZI**: By putting pressure on the Union.

**ADV PAUL PRETORIUS SC**: And putting pressure on the Union to do what?

**MR ANGELO AGRIZZI**: Well, it was traditional for Dyambu, Bosasa to put pressure on the Union, to create a work stoppage so that management was forced into submission in giving a tender.

**ADV PAUL PRETORIUS SC**: So is your evidence then that Simon Mofokeng would be approached by Bosasa and in particular Gavin Watson and yourself to arrange  
10 that the Trade Union put pressure on the company, Sasol, in order to achieve the result of obtaining a tender for Bosasa [indistinct] for Bosasa ?

**MR ANGELO AGRIZZI**: Well, Chair, that is what happened.

**ADV PAUL PRETORIUS SC**: All right.

**CHAIRPERSON**: And in this case, at this stage, we are talking about this particular tender or was that something that was, that happened usually in the, in regard to tenders involving other Sasol or involving jumbo[?]. I just want to see whether we are just dealing with what you are saying, relates, and in so far as it may relate to Mr Mofokeng, whether you are just talking about this particular incident or whether you are saying there were many others which involved him.

20 **MR ANGELO AGRIZZI**: The other ones did not involve Mr Mofokeng.

**CHAIRPERSON**: Okay, okay. Okay.

**ADV PAUL PRETORIUS SC**: So, let us just clarify; in paragraph 9.1, you talk about a particular catering tender at Sasol.

**MR ANGELO AGRIZZI**: Yes, yes.

**ADV PAUL PRETORIUS SC**: You say the interaction with Mr Mofokeng, did not

have anything to do with that tender. Am I correct?

**MR ANGELO AGRIZZI**: No, what I am trying to explain and maybe I am not listening properly but I had a very late night.

**CHAIRPERSON**: Ja, no ...[intervenes].

**MR ANGELO AGRIZZI**: Last night preparing. So, my apologies for taking time. The fact of the matter is that in that Sasol tender, Mr Mofokeng had an influence.

**CHAIRPERSON**: Yes.

**MR ANGELO AGRIZZI**: My understanding is that the Chair asked me the question, did he have any influence in any other tenders or mines. Mr Mofokeng's only mine  
10 that he had influence was, over Sasol.

**CHAIRPERSON**: Ja, ja. Thank you, I understood your evidence in that way.

**ADV PAUL PRETORIUS SC**: So the tender you are talking about in paragraph 9.2 did in fact relate to what you say in paragraph 9.3 about Simon Mofokeng.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Thank you. I understand. My apologies, maybe my late night contributed to this.

**MR ANGELO AGRIZZI**: Apology accepted.

**ADV PAUL PRETORIUS SC**: Did Simon Mofokeng assist Gavin Watson and Bosasa in any other manner?

20 **MR ANGELO AGRIZZI**: No.

**CHAIRPERSON**: I am sorry, Mr Pretorius. Maybe I missed this. Mr Gavin Watson said to you, said there was a need for you to go and see Mr Mofokeng. Is that right?

**MR ANGELO AGRIZZI**: I was to accompany him that is correct.

**CHAIRPERSON**: So the two of you were going to go and meet Mr Mofokeng.

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: Now, and you met him?

**MR ANGELO AGRIZZI**: Yes.

**CHAIRPERSON**: What I may have missed is what transpired at that meeting?

**MR ANGELO AGRIZZI**: This meeting we discussed the pricing proposal and I was told to just resubmit the pricing proposal as per the suggestion of the procurement official as well, resubmit it and we should not worry.

**CHAIRPERSON**: Now, was that, is that what Mr Mofokeng said, namely that you should not worry, or was that Mr Watson saying that?

**MR ANGELO AGRIZZI**: That was Mr Mofokeng saying that.

10 **CHAIRPERSON**: So the, the purpose of the meeting as you, am I correct in understanding you to say the purpose of the meeting was to put pressure on Mr Mofokeng to put pressure on the company and that you had the meeting and the result of the meeting was that Mr Mofokeng said, 'Do not worry'.

**MR ANGELO AGRIZZI**: You are hundred percent right.

**CHAIRPERSON**: Thank you.

**ADV PAUL PRETORIUS SC**: You say in your affidavit in paragraph 9.3 that Simon Mofokeng also gave information regarding Sasol pricing. You have also mentioned pricing now. What happened there?

20 **MR ANGELO AGRIZZI**: Well, he basically informed us of what the other bidders' prices were at the meeting. So he submit, he told us what pricing structure we should look at because the one thing about the procurement official was, they would not reveal the actual pricing that other companies had submitted because ...[intervenes].

**ADV PAUL PRETORIUS SC**: That is understandable because it would be entirely improper to do so.

**MR ANGELO AGRIZZI**: No, correct.

**ADV PAUL PRETORIUS SC**: And you say that what Mofokeng did, was actually give you that information to allow you to adjust your price?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: Entirely improper, I understand.

**MR ANGELO AGRIZZI**: You are hundred percent right.

**ADV PAUL PRETORIUS SC**: Yes.

**CHAIRPERSON**: Do you know how he would have come to know that information?

**MR ANGELO AGRIZZI**: He had a phenomenal network at Sasol being, heading up  
10 the CEPPWAWU Union.

**CHAIRPERSON**: Okay, thank you.

**ADV PAUL PRETORIUS SC**: Was there any other relationship between Simon Mofokeng or anyone related to Mofokeng and Dyambu as it was then?

**MR ANGELO AGRIZZI**: Chair, I only realised this maybe a month after the meeting with, the initial meeting with Simon Mofokeng that we had employed his wife to head up a newly established training department. Her name was Maureen.

**CHAIRPERSON**: Okay, before you proceed. Let me go back again one step. Do you, did you ever come to know whether the pricing information that Mr Mofokeng gave you, was actually correct?

20 **MR ANGELO AGRIZZI**: I presumed it was correct because we modelled our new submission, using those indicators, and we were successful.

**CHAIRPERSON**: Okay.

**ADV PAUL PRETORIUS SC**: And that was against the background of you receiving information that there were problems with your tender?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC:** So you say in paragraph 9.4 that Dyambu Operations (Pty) Ltd was awarded the tender, that is the Sasol tender.

**MR ANGELO AGRIZZI:** That is correct.

**ADV PAUL PRETORIUS SC:** And you then say at this time Sasol agreed to changed the name of the bidder, Dyambu Operations, to Bosasa ?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** The bidder and successful tenderer [sic]?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** And that occurred, did it?

10 **MR ANGELO AGRIZZI:** Yes, it did.

**ADV PAUL PRETORIUS SC:** Right.

**CHAIRPERSON:** Did you, did you get to know at any stage how...

**ADV PAUL PRETORIUS SC:** Need to change the name of the bidder Dyambu Operations to Bosasa?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** The better and successful tenderer?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** And that occurred did it?

**MR ANGELO AGRIZZI:** Yes it did.

20 **CHAIRPERSON:** Did you get to know at any stage how the error was discovered? Did somebody within Dyambu/Bosasa after the bid documents had been submitted go through them and discovered that there was an error or was this information namely that there was an error. Did it come from within SASOL?

**MR ANGELO AGRIZZI:** Yes Gavin Watson got the information that was an error in the way the pricing was done.



**CHAIRPERSON:** Thank you.

**ADV PAUL PRETORIUS SC:** After Dyambu had been awarded the tender did you receive any instructions from Gavin Watson?

**MR ANGELO AGRIZZI:** Yes I did.

**ADV PAUL PRETORIUS SC:** What were those instructions?

**MR ANGELO AGRIZZI:** Instructions were to arrange various things it was braai packs, Chair, it was cold drinks, it was various grocery items, that type of thing. They had to be delivered to Simon Mofokeng.

**ADV PAUL PRETORIUS SC:** Alright how was this implemented? How was this  
10 arrangement implemented? Who arranged for the implementation of this arrangement?

**MR ANGELO AGRIZZI:** Basically what happened was each operation had a unit leader. In this case, the unit leader was a gentleman by the name of Sidney Mantata that had worked for me previously at Equality. Not Equality sorry Molohe. He got an instruction that this is what you have to provide on a monthly basis. He would bring a purchase order to me, I would sign it off and he would then purchase the goods according to the purchase order. He would then deliver the good to Simon Mofokeng wherever Simon Mofokeng wanted it. I did it exactly as I was instructed.

**ADV PAUL PRETORIUS SC:** Alright.

**CHAIRPERSON:** Was he now employed by Dyambu/Bosasa the person that you say  
20 previously worked for you at Molohe?

**MR ANGELO AGRIZZI:** Yes he was, Sidney Mantata.

**CHAIRPERSON:** Okay.

**ADV PAUL PRETORIUS SC:** So he moved from who?

**CHAIRPERSON:** Molohe.

**ADV PAUL PRETORIUS SC:** From Molohe?

**MR ANG AGRIZZI**: That is right.

**ADV PAUL PRETORIUS SC**: To your company Dyambu Resolutions?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: And he was subordinate to you, in other words, he reported to you did he?

**MR ANGELO AGRIZZI**: That is right.

**ADV PAUL PRETORIUS SC**: And Gavin Watson gave the instructions to you and you, in turn, instructed Mantata?

**MR ANGELO AGRIZZI**: Correct.

10 **ADV PAUL PRETORIUS SC**: Alright, so you say that Mantata would come to your office with a request or order, would this specify good? What would it specify? The order?

**MR ANGELO AGRIZZI**: It was a variety of goods. Cold drinks, grocery items, meat, a lot of meat, a lot of frozen chicken, maize meal, variety of grocery goods and drinks.

**ADV PAUL PRETORIUS SC**: What would you do then when you received this order or request?

**MR ANGELO AGRIZZI**: I would just sign it off because it had been agreed between Gavin and Simon Mofokeng. So I had no reason to question it.

**ADV PAUL PRETORIUS SC**: By 'sign it off' what do you mean?

20 **MR ANGELO AGRIZZI**: I would sign the order, Chair I would approve it.

**CHAIRPERSON**: You would approve.

**MR ANGELO AGRIZZI**: I would approve it and with the approval, he goes and gets it.

**ADV PAUL PRETORIUS SC**: Right so your approval would be permission to continue to execute the order?

**MR ANGELO AGRIZZI**: It would be permission to pay a bribe, yes Chair.

**ADV PAUL PRETORIUS SC:** Right and how was this allocated in the books of the company Dyambu/Bosasa?

**MR ANGELO AGRIZZI:** With those types of amounts it would just be absorbed as operational marketing expenses.

**ADV PAUL PRETORIUS SC:** Right.

**CHAIRPERSON:** How regular were these requests? Was there like a pattern like once a month or once in six months, or only if there is a particular occasion?

**MR ANGELO AGRIZZI:** No it was a regular occurrence.

**CHAIRPERSON:** Like monthly, more or less?

10 **MR ANGELO AGRIZZI:** Monthly, normally.

**CHAIRPERSON:** And in so far as Mr Simon Mofokeng is concerned how long did this continue, this orders, if you are able to say?

**MR ANGELO AGRIZZI:** Chair they commenced when we received the contract and they continued until we sold that contract. They continued even past then I believed.

**ADV PAUL PRETORIUS SC:** That evidence is still to come.

**CHAIRPERSON:** Oh okay, no, thank you.

**ADV PAUL PRETORIUS SC:** So Mantata then comes to you with an order request, it is approved by you, by your signature, it is allocated for marketing or operational expenses, what is the practice in relation to how this matter is carried forward? What  
20 would Sidney Mantata then do?

**MR ANGELO AGRIZZI:** He would basically deliver it to Simon Mofokeng. Occasionally I would get a call thanking us from Simon Mofokeng.

**CHAIRPERSON:** The monetary value might have probably changed from one month too, form one order to another, but are you able to give some indications such as well maybe not less than so much, or between that amount and that amount on average?

**MR ANGELO AGRIZZI**: At the time I would say at those years it was about 12 to R15 000.

**CHAIRPERSON**: Per month?

**MR ANGELO AGRIZZI**: Personal circumstances month.

**CHAIRPERSON**: More or less a month, ja, per order. Okay, thank you.

**ADV PAUL PRETORIUS SC**: Alright, you say from time to time you would be told by Simon Mofokeng that he obviously received the good because he thanked you?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: Did he always thank you, or did he ever complaining?

10 **MR ANGELO AGRIZZI**: When he felt that he was being done in and he needed extra, perhaps he needed an extra couple of kilos of meat, he would phone Gavin Watson and complain incessantly. Gavin Watson would then pick up the phone, phone myself and request that I attend to it and just sort out the problem.

**ADV PAUL PRETORIUS SC**: Where there times when Gavin Watson did not receive a delivery?

**MR ANGELO AGRIZZI**: Gavin Watson never ever received a delivery. We are talking about Simon Mofokeng.

**ADV PAUL PRETORIUS SC**: Sorry was there any time when Gavin Watson complained to you that a delivery had not been received by Mofokeng? My apologies.

20 **MR ANGELO AGRIZZI**: There were a few times.

**ADV PAUL PRETORIUS SC**: Who managed the Sasol contract?

**MR ANGELO AGRIZZI**: At that stage, the contract was managed by a gentleman by the name of Daniel van Tonder and another gentleman by the name of Johan Viljoen.

**ADV PAUL PRETORIUS SC**: Do you know whether they held any knowledge of this arrangement?

**MR ANGELO AGRIZZI**: Yes they did.

**ADV PAUL PRETORIUS SC**: That is the arrangement with Simon Mofokeng?

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: So if the orders were roughly monthly and at that time may be between 12 000 to R15 000 if I heard you correctly, so we may have, they may have annually been at least not less than R100 000 a year?

**MR ANGELO AGRIZZI**: Those years probably yes, not today.

**CHAIRPERSON**: Thank you.

**ADV PAUL PRETORIUS SC**: Alright, in fact, you say in paragraph 9.5.6 on page 19  
10 that each order was approximately R15 000 in value?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: What happened then with this contract? For how long did Bosasa hold the contract and how did the contractual relationship between Sasol on the one hand at Bosasa terminate?

**MR ANGELO AGRIZZI**: Bosasa held the contract from 99 till about 2002. Then what happened was we unbundled the Bosasa operations and we had sold off some of the catering contracts and mining contracts.

**ADV PAUL PRETORIUS SC**: To whom was this particular contract transferred?

**MR ANGELO AGRIZZI**: They were sold to a gentleman by the name of Gregg Lacon-  
20 Allin and the company's name was Equality Foods.

**ADV PAUL PRETORIUS SC**: Alright and did anything happen after the sale of the contract?

**MR ANGELO AGRIZZI**: I got a call from Gregg Lacon-Allin we used to work together previously at Molope. I got a call from him one day to say that Simon Mofokeng had indicated that he wants his benefits and he asked me if it was standard practice. I

explained to him that well it is not the right practice and it is not standard practice but it is specific to Simon Mofokeng, as he has always got this undue benefit from Bosasa.

**ADV PAUL PRETORIUS SC:** Let us move on to your evidence in relation to the South African Post Office. In paragraph 10.1 you refer to a tender being awarded to Bosasa Security Pty (Ltd).

**CHAIRPERSON:** What was the work involved in this tender?

**MR ANGELO AGRIZZI:** Well the work that was involved in terms of the tender was the provision of guarding services for the South African Post Office.

**ADV PAUL PRETORIUS SC:** When was the tender awarded?

10 **MR ANGELO AGRIZZI:** Sorry when was the tender awarded?

**ADV PAUL PRETORIUS SC:** Yes.

**MR ANGELO AGRIZZI:** I would have to check my notes.

**ADV PAUL PRETORIUS SC:** Well you can check paragraph 10.1.

**MR ANGELO AGRIZZI:** I cannot remember all the dates. Excuse me?

**ADV PAUL PRETORIUS SC:** Check paragraph 10.1 of the affidavit.

**MR ANGELO AGRIZZI:** In June 2002 then, why would you ask me? Sorry?

**ADV PAUL PRETORIUS SC:** Because you have to give your evidence.

**MR ANGELO AGRIZZI:** Sorry, Chair.

20 **ADV PAUL PRETORIUS SC:** You will understand that although your affidavit forms part of the records of the Commission the evidence still has to be given orally.

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** Who was responsible for the submission of this tender?

**MR ANGELO AGRIZZI:** I was.

**ADV PAUL PRETORIUS SC:** Did anything happen before the tender was awarded at the hands of Gavin Watson?

**MR ANGELO AGRIZZI**: I was told to start preparing the logistical preparations far before the tender was submitted.

**ADV PAUL PRETORIUS SC**: Right, the contract that was ultimately awarded and entered into for what period was that?

**MR ANGELO AGRIZZI**: It was originally a three year contract, that is standard. Then it was extended I think for two years.

**ADV PAUL PRETORIUS SC**: in relation to the award of this tender did Gavin Watson mention any names to you?

**MR ANGELO AGRIZZI**: Yes he did.

10 **ADV PAUL PRETORIUS SC**: What, who were, what were the names mentioned?

**MR ANGELO AGRIZZI**: Well the two names that were mentioned were Sihewe Mapisa and the other named mentioned was, I think Mandla, is the pronunciation, Manyatsi.

**ADV PAUL PRETORIUS SC**: The first person mentioned is that the person referred to in paragraph 10.2.1 of your affidavit?

**MR ANGELO AGRIZZI**: That is correct.

**ADV PAUL PRETORIUS SC**: What was her position at the time?

**MR ANGELO AGRIZZI**: It is a gentleman. His position.

**ADV PAUL PRETORIUS SC**: His position.

20 **MR ANGELO AGRIZZI**: Was the head of security employed by the South African Post Office.

**ADV PAUL PRETORIUS SC**: And Mr Manyatsi?

**MR ANGELO AGRIZZI**: He was the CEO of the South African Post Office.

**CHAIRPERSON**: Well I must just say the witness just mentioned to you that it is a gentleman, I also thought it is women. But some names among some Xhosa names

that people from Kwa-Zulu Natal like me view as female or male names are the other way, or sometimes they apply to both, so maybe that is what happen to you with this one?

**ADV PAUL PRETORIUS SC:** Thank you Chair for relieving me. Of the burden of that error.

**CHAIRPERSON:** Yeah, okay, thank you.

**ADV PAUL PRETORIUS SC:** Did Sivhewe Mapisa hold shares in any company to your knowledge?

**MR ANGELO AGRIZZI:** Sivhewe Mapisa hold shares in a company owned by Gavin  
10 Watson's brother Valance Watson and the company if I recall correctly was Vulisango.

**ADV PAUL PRETORIUS SC:** Right.

**CHAIRPERSON:** Vulisango being V-U-L-I-S-A-N-G-O?

**MR ANGELO AGRIZZI:** That is correct.

**CHAIRPERSON:** Ja, okay, thank you.

**ADV PAUL PRETORIUS SC:** Now the evidence that you are about to give is at least partially corroborated by your own observations related in paragraph 10.5. In paragraph 10.4 you say that Gavin Watson gave you certain information about the two persons you have just mentioned. What was that information?

**MR ANGELO AGRIZZI:** The inclination was quite simply ...[intervenes]

20 **ADV PAUL PRETORIUS SC:** Information sorry.

**MR ANGELO AGRIZZI:** The information was that he was paying them and looking after them.

**ADV PAUL PRETORIUS SC:** What happened subsequent to that in relation to that communication by Gavin Watson?

**MR ANGELO AGRIZZI:** Sorry Chair I do not understand that question.



**CHAIRPERSON:** Okay he says, Mr Pretorius says you have just told me that Mr Gavin Watson asked you to pay those two people as I understand it, that is Mr Mapisa and?

**ADV PAUL PRETORIUS SC:** Manyatsi

**CHAIRPERSON:** Ja, he is then asking you what happened after he had asked you, that is Mr Watson, he had asked you to pay them?

**ADV PAUL PRETORIUS SC:** Sorry I must just correct Chair. I think the evidence indeed was that Gavin Watson told Mr Agrizzi that he Gavin Watson was paying Mapisa and Manyatsi.

10 **CHAIRPERSON:** Oh okay.

**ADV PAUL PRETORIUS SC:** That is correct is it?

**MR ANGELO AGRIZZI:** That is correct.

**CHAIRPERSON:** Okay.

**ADV PAUL PRETORIUS SC:** Now what happened after that? Let me refer you to paragraph 10.5 and your trip to Dubai.

**MR ANGELO AGRIZZI:** Okay we went to a Dubai tradeshow especially on security applications, I was looking to bring in new security solutions and systems at that stage. But we had a free day ...[intervenes]

**ADV PAUL PRETORIUS SC:** When you say 'we' who?

20 **MR ANGELO AGRIZZI:** Myself, there was a gentleman by the name of Johnson Vovo who was also a Director of security, Johannes Gumede, or Jo Gumede who was also a security director. We had a free day after the expo and we spent it shopping.

**CHAIRPERSON:** In Dubai?

**MR ANGELO AGRIZZI:** In Dubai. So apart from buying items for family like jewellery and that which is ideal to buy over there, we bought a Cartier pen, Cartier cufflinks,

Montblanc pen, Montblanc cufflinks, and various other gifts, I cannot remember all the gifts, but there were quite a bit. Even bought some false watches and brought them back with us, but they were premium gifts. Those gifts were actually for Mr Manyatsi and Mr Mapisa. I cannot remember the other people.

**ADV PAUL PRETORIUS SC:** After this did Gavin Watson tell you the fate of these gifts? To whom he had given them or what he done with them?

**MR ANGELO AGRIZZI:** Yes he told me he gave, he had given it to them and it was confirmed because I remember meeting with Mr Mapisa somewhere and he thanked me for it because he really like it.

10 **CHAIRPERSON:** Well do you recall what gift or gifts were purchased for Mr Mapisa?

**MR ANGELO AGRIZZI:** A Cartier pen and cufflinks.

**CHAIRPERSON:** And Mr Manyatsi?

**MR ANGELO AGRIZZI:** I remember that specifically because it was a Montblanc pen and they gave a free pair of cufflinks.

**CHAIRPERSON:** Okay, thank you.

**ADV PAUL PRETORIUS SC:** Right did Mr Mapisa enjoy any other benefits at the hands of Bosasa?

**MR ANGELO AGRIZZI:** Yes Ronny Watson got a farm, a game farm out in the Eastern Cape, and they would often go hunting. They would shoot and we would then have to  
20 transport the meat backwards to Johannesburg.

**ADV PAUL PRETORIUS SC:** Alright but we must understand that at the time Mr Mapisa was a co-shareholder in a company with Valance Watson?

**MR ANGELO AGRIZZI:** The other brother yes, Volisango.

**ADV PAUL PRETORIUS SC:** Can we deal then with the Airports Company of South Africa at page 21 of your affidavit?

**CHAIRPERSON:** Maybe before you get there, I hope I did not miss this. Do you know whether or not these two persons from the Post Office had any influence in the tender being awarded to Bosasa?

**MR ANGELO AGRIZZI:** I would think so being head of security and head of, and CEO, they would have influence. One does not dispute ...[intervenes]

**CHAIRPERSON:** Ja, but what I am asking is much more than that, not just what you think might be in terms of ...[intervenes]

**MR ANGELO AGRIZZI:** No.

**CHAIRPERSON:** Do you know any facts that they were part of the panel they were  
10 whatever.

**MR ANGELO AGRIZZI:** Chair I mentioned earlier that Gavin Watson had already known months before that we were being awarded the tender. He was a personal friend with Sivhewe and Mandla so I cannot prove that they were on any tender boards but having worked for a CEO before I know that one does not just lightly take instruction, you just carry out the instruction.

**CHAIRPERSON:** Thank you.

**ADV PAUL PRETORIUS SC:** Can we go on then please to deal with the Airports Company of South Africa. But before we go on the Chair has raised an important point because you talk in your evidence about payments. I am afraid nodding will not be  
20 picked up on the transcript so you should say yes or no as the case may be.

**MR ANGELO AGRIZZI:** Payments, I was told they will be taken care off and they were being paid.

**ADV PAUL PRETORIUS SC:** But you have given evidence as to the payments to various persons who exercised positions of authority and perhaps influence in relation to the business of the entity.

**MR ANGELO AGRIZZI**: Hmm.

**ADV PAUL PRETORIUS SC**: You have also given evidence in relation to contracts awarded or tenders awarded to Bosasa and the sometimes improper circumstances in which they were awarded, but what the chair had asked you is, is there any link between the payment and the award of the contract, or any direct instruction or exercise of influence that you personally know off. I understand your answer to be you have assumed that from the circumstances.

**MR ANGELO AGRIZZI**: I want to correct that sorry. Chair I cannot prove that they awarded contracts because they were looked after or paid. I cannot assume that I am  
10 sorry.

**ADV PAUL PRETORIUS SC**: Okay, now there will be other evidence which would tend to create that link but we will deal with that in due course.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: But for the moment we also know that the special investigations unit did a full investigation in relation to the affairs of Bosasa.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: The results of that investigation were passed on to the National Prosecuting Authority.

**MR ANGELO AGRIZZI**: That is right.

20 **ADV PAUL PRETORIUS SC**: In relation to the particular contract, the circumstances in which they were entered into and the tender process proceeding the award of the contract that information is contained in that SIU report, am I correct?

**MR ANGELO AGRIZZI**: In terms of Corrections, right.

**ADV PAUL PRETORIUS SC**: In terms of Correctional Services?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC:** Right. Okay, can we go on then to deal with the Airports Company of South Africa?

**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON:** I am sorry the reference to Correctional Services confuses me. We were dealing with the Post Office and we are now going to deal with the Airports Company, and we were dealing with two person who occupied positions of authority in the Post Office, where does the Correctional Services come in?

**ADV PAUL PRETORIUS SC:** We were speaking now at a much more general level. In other words at a general level, the evidence of Mr Agrizzi deals with payments to  
10 various officials in various departments of government, not only the Post Office. It also deals with the award by various departments or various entities of contracts in dubious circumstances to Bosasa. So, on the one hand, you have generally speaking not limited to the Post Office the payment to officials and senior personnel and on the other hand, you have dubious contracts. Between them, you raised the issue of the link. So my question was a general question relating to all the contracts and the relationships across the board.

**CHAIRPERSON:** Okay.

**ADV PAUL PRETORIUS SC:** It is that gap that the SIU fills.

**CHAIRPERSON:** Ja.

20 **ADV PAUL PRETORIUS SC:** But I am informed by the SIU fills but I am informed now by the witness only in respect of dealings with Correctional Services.

**CHAIRPERSON:** Okay, thank you.

**ADV PAUL PRETORIUS SC:** If we may then go on page 21 of your affidavit Mr Agrizzi deals with the matters related to the Airports Company of South Africa.

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Was a tender awarded to Bosasa, a Bosasa company during 2001?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Provide some detail, please. Correct we received the tender. The Airports Company awarded us a tender to do their multi-storey car-park protection services and guarding services. At that stage, they were losing on average 35 cars a month. There were a big spate of cars being stolen out of the airport.

**CHAIRPERSON:** Is that at the OR Tambo Airport?

**MR ANGELO AGRIZZI:** That is right at the multi-storey.

10 **CHAIRPERSON:** Thank you. Correct.

**ADV PAUL PRETORIUS SC:** When was this contract awarded? Or when was the contract entered into?

**MR ANGELO AGRIZZI:** It was awarded in about 2001 if I remember correctly?

**ADV PAUL PRETORIUS SC:** And for what period of time was the resultant agreement entered into?

**MR ANGELO AGRIZZI:** The agreement from what I can recall is a five year agreement and it is renewable every five years. Bosasa has retained it until I think they still have it at the moment.

20 **ADV PAUL PRETORIUS SC:** Okay, who was responsible for the submission for the tender?

**MR ANGELO AGRIZZI:** I was.

**ADV PAUL PRETORIUS SC:** Did you also compile the documents?

**MR ANGELO AGRIZZI:** I submitted the tender with documents correct.

**ADV PAUL PRETORIUS SC:** And who was responsible for their compilation? The information contained in the document?

**MR ANGELO AGRIZZI**: I was responsible for compiling it.

**ADV PAUL PRETORIUS SC**: Did you receive any information from Gavin Watson in relation to the tender whilst you were busy drafting the documents?

**MR ANGELO AGRIZZI**: Sorry Chair I would just like to go back a step.

**CHAIRPERSON**: Yes do so.

**MR ANGELO AGRIZZI**: The tender bid submission which I submitted and I compiled and I put it together, but I did not put together the original tender questionnaire bid specifications. I just want to clarify that.

**CHAIRPERSON**: Okay.

10 **MR ANGELO AGRIZZI**: I do not know if that clarifies the point?

**ADV PAUL PRETORIUS SC**: You raise an important point that we should clarify when we talk about tenders and bids.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: The company that issues the tender, that issues the invitation to bid rather, in this case, the Airports Company of South Africa, would be responsible for drawing up the specifications for the tender.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: And for other documentation and decision making.

**MR ANGELO AGRIZZI**: Correct.

20 **ADV PAUL PRETORIUS SC**: Right, you have given evidence or will give evidence that even at that stage Bosasa might have had some influence? You will give that evidence in due course.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: But in relation to this particular contract you had no dealing in relation to the compilation of the specifications and other documents in the

invitation to bid?

**MR ANGELO AGRIZZI**: Chair that is what I wanted to clarify.

**CHAIRPERSON**: Yes.

**ADV PAUL PRETORIUS SC**: Alright so when you say you were responsible for the submission of the tender you were responsible for the response to the invitation to bid.

**MR ANGELO AGRIZZI**: That is correct Advocate.

**ADV PAUL PRETORIUS SC**: Now when drafting the document that you did draft, in other words, Bosasa's bid or response to the invitation to tender, did you receive any information from Gavin Watson?

10 **MR ANGELO AGRIZZI**: Chair in response I was told by Gavin Watson and at that stage, it was Mr Johnson Vovo that we would be awarded the tender. Gavin Watson knew a gentleman by the name of Tede Mohema who was involved and responsible for the security contract at OR Tambo and ACSA.

**CHAIRPERSON**: That he was responsible for the tender at OR Tambo, does that mean that he was basically the one who could decide who gets the tender or not? Or your understanding.

**MR ANGELO AGRIZZI**: I would like to believe, Chair I would like to believe that they followed a process, that is what I would like to believe.

**CHAIRPERSON**: Okay, thank you.

20 **ADV PAUL PRETORIUS SC**: Did Gavin Watson give you any other information in relation to whether Bosasa would be awarded the tender or not?

**MR ANGELO AGRIZZI**: I was told to get ready because the tender would be awarded to us.

**ADV PAUL PRETORIUS SC**: Alright, did he mention any names of persons employed by ACSA, the Airports Company?



**MR ANGELO AGRIZZI**: Ha he mentioned the name of a gentleman by the name of Caesar Tando that was involved at the airport at that stage.

**ADV PAUL PRETORIUS SC**: In what position or in what capacity?

**MR ANGELO AGRIZZI**: As far as I recall it was in the security capacity, risk.

**ADV PAUL PRETORIUS SC**: Yes you already mentioned, in security capacity, do you mean as a security officer or a person in security management, do you recall?

**MR ANGELO AGRIZZI**: Management.

**ADV PAUL PRETORIUS SC**: Mohemma, Mr Mohemma?

10 **MR ANDEAN AGRIZZI**: There was a division within security I think, if I recall correctly it was a risk division as well.

**ADV PAUL PRETORIUS SC**: Did he occupy a managerial or a sub-managerial post?

**MR ANGELO AGRIZZI**: They were both managerial positions but I think what I need to clarify as well Chair is that people come up with lovely names and lovely titles and it is all very confusing. So you have risk officers and you have all these security specialists, so I cannot, I know they were busy with security but I cannot tell you exactly what they did. Is that understood? Do you understand that sir?

**ADV PAUL PRETORIUS SC**: Okay, in 2009 or 2010 you say in paragraph 11.5 that the tender was re-awarded to Bosasa.

**MR ANGELO AGRIZZI**: Correct.

20 **ADV PAUL PRETORIUS SC**: Did you have any personal involvement with regard to visit to ACSA premises or OR Tambo premises?

**MR ANGELO AGRIZZI**: Yes I would visit OR Tambo.

**ADV PAUL PRETORIUS SC**: Tell the Chair please what happened.

**MR ANGELO AGRIZZI**: Well I would often go together with Mr Jo Gumede and often we would take the grey security bags filled with money and give it to certain people at

OR Tambo.

**ADV PAUL PRETORIUS SC:** Alright let us take that step by step please. Who is or was Mr Gumede? I think you may have mentioned it before, but just tell the Chair again please.

**MR ANGELO AGRIZZI:** I did say it was Mr Gumede.

**ADV PAUL PRETORIUS SC:** Yes, what position did he hold in Bosasa?

**MR ANGELO AGRIZZI:** At that stage he was a director I believe now he is the chairperson of Bosasa.

**ADV PAUL PRETORIUS SC:** Alright, and these visits to OR Tambo were they  
10 coincidental visits? Business visits? What were they?

**MR ANGELO AGRIZZI:** Coincidental and business. Business would be discussed.

**ADV PAUL PRETORIUS SC:** Right.

**MR ANGELO AGRIZZI:** But it was business.

**ADV PAUL PRETORIUS SC:** And you say in your affidavit at paragraph 11.5 and you have just told the Chair that at OR Tambo you met with individuals.

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** You say in your affidavit 'from Airports Company South Africa' how do you know that?

**MR ANGELO AGRIZZI:** Well because I knew they were clients, I was working with  
20 them. We had spoken to them on a few occasions. So we knew who we were dealing with.

**ADV PAUL PRETORIUS SC:** And you say plastic bags were handed over, please the Chair does not yet know about the process and procedure about which we will talk in due course so would you just explain what you know and what you can tell the Chair about these plastic bags.

**MR ANGELO AGRIZZI:** Ja, Chair the plastic bags area security bag very similar to your standard SAPS security, what do they call it?

**ADV PAUL PRETORIUS SC:** Evidence bag.

**MR ANGELO AGRIZZI:** Evidence bags. They were serialised and they have a tamper poof seal. In this case however the bags are not transparent or translucent they are grey, so you cannot actually see what is in the bag. That is what they basically are. So cash would be packed in those bags and those bags would be taken out.

**CHAIRPERSON:** These bags would it be bags that any security company is likely to have or where they just peculiar to Bosasa?

10 **MR ANGELO AGRIZZI:** I think they were a standard stock item from a security equipment sales company.

**CHAIRPERSON:** Oh okay. Okay thank you.

**MR ANGELO AGRIZZI:** If I may ask, just answer?

**CHAIRPERSON:** Yes.

**MR ANGELO AGRIZZI:** They were not bespoke, they were not specially made.

**CHAIRPERSON:** Okay thank you.

**ADV PAUL PRETORIUS SC:** Now you say that you observed money being handed over by Gumede in the bags?

**MR ANGELO AGRIZZI:** Correct.

20 **ADV PAUL PRETORIUS SC:** But you also say that money was not always visible or was not visible. If you just saw the bag.

**MR ANGELO AGRIZZI:** I would, you know there is money inside there because you can see how money is packed.

**ADV PAUL PRETORIUS SC:** Yes alright that is precisely what I wanted to ask you, you say in your statement you initially suspected that money was handed to the various

individuals in those bags. In other words you are suggesting as I understand it that you did not really know in the beginning that there was money in those bags, is that correct?

**MR ANGELO AGRIZZI**: Well in the beginning I did not know, but remember I had also received one of those bags.

**ADV PAUL PRETORIUS SC**: I am not following.

**MR ANGELO AGRIZZI**: If you have a look at my payments right from the beginning I also received a bag. I received a bag, so I knew what was in the bags.

**ADV PAUL PRETORIUS SC**: So, sorry when you, I am not clear when did you receive  
10 money in a bag? Are you talking about those cash payments on the table that you spoke about earlier in your evidence?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Alright, so that payment was made to you in a bag?

**MR ANGELO AGRIZZI**: That is right.

**ADV PAUL PRETORIUS SC**: And you saw these bags then. Please explain to the Chair why you say in this paragraph: 'I initially suspected that money was handed to the various individuals in those bags'. When as I understand it now you knew from the beginning. I just want to clarify that.

**MR ANGELO AGRIZZI**: I, obviously I cannot say I saw the money, but I suspected it  
20 because I received money in a similar way.

**ADV PAUL PRETORIUS SC**: Did anything confirm your suspicion later?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: What was that?

**MR ANGELO AGRIZZI**: When I started doing it for them.

**ADV PAUL PRETORIUS SC**: In other word when you say: 'when you started doing it

for them' what do say?

**MR ANGELO AGRIZZI**: When I would have to arrange payments.

**CHAIRPERSON**: the 'for them' in this sentence that you made is for, is it for Bosasa for Mr Gavin Watson when you started doing the payments for Bosasa to the individuals, is that what you mean?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Now in paragraph 11.5 you talk about 'other individuals' who received these bags. As you say first on suspicions and then confirm that there was money in these bags.

10 **MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: You said that against the background of two names you have mentioned. Messrs Thanda and Mohema.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Were these individuals 'other individuals' apart from those persons?

**MR ANGELO AGRIZZI**: Yes there were other individuals as well.

**ADV PAUL PRETORIUS SC**: Can you recall. Well when you say 'other individuals as well' I am not following.

**MR AGRIZZI**: In my statement I ...[intervenes]

20 **ADV PAUL PRETORIUS SC**: What did you observe? Did you observe any money being handed or any bags being handed to Messrs Thanda and Mohema?

**MR ANGELO AGRIZZI**: Yes I did.

**ADV PAUL PRETORIUS SC**: Right, so when you say 'other individuals' you mean persons who received money in addition to Thanda and Mohema, is that right?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC:** How long did this practice continue, well first of all was this a once off event or did it occur more frequently than once?

**MR ANGELO AGRIZZI:** No it was a regular event.

**ADV PAUL PRETORIUS SC:** Alright, and for how long did this occur?

**MR ANGELO AGRIZZI:** Well it occurred until I left.

**ADV PAUL PRETORIUS SC:** And the ...[intervenes]

**CHAIRPERSON:** I am sorry is that in respect of the Airports Company?

**MR ANGELO AGRIZZI:** Correct. Just clarity not in terms of the individuals. When the individuals left they would get [Indistinct] anymore, but I am talking about payments to  
10 people at the airports company was until I left.

**CHAIRPERSON:** Yes okay.

**ADV PAUL PRETORIUS SC:** Alright.

**CHAIRPERSON:** What was the regularity of these payments in the context of the Airports Company? Was it more or less monthly or was it at random or was it when the time for the extension of the contract was approaching or how, what was the regularity?

**MR ANGELO AGRIZZI:** Chair this is monthly.

**CHAIRPERSON:** Now the two individuals that you have mentioned would they have received those monthly payments until you left Bosasa or until they left at the Airports Company as far as you know?

20 **MR ANGELO AGRIZZI:** No those two individuals had left the airports company before I left Bosasa so they would have been terminated.

**CHAIRPERSON:** But during the time while they remained at the airports company the payments continued until they left?

**MR ANGELO AGRIZZI:** Correct.

**CHAIRPERSON:** That is what you say?

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: Okay, and the same principle applied to other individuals within Airports Company that were being paid as well?

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: Thank you. Did you ...[intervenes]

**ADV PAUL PRETORIUS SC**: You have ...[intervenes]

**CHAIRPERSON**: I am sorry

**ADV PAUL PRETORIUS SC**: Sorry Chair.

**CHAIRPERSON**: I respect of these two individuals do you recall having known at  
10 anyone stage how much money was in the bag on a particular occasion for a particular  
one? Or are you able to say that although the amounts might have differed from one  
month to another, if that is the case, generally it would not have been less than X  
amount or is that something that you are not able to say?

**MR ANGELO AGRIZZI**: Chair I cannot comment on because I cannot remember and I  
do not want to say anything that would be untrue.

**CHAIRPERSON**: Yes, okay, no, thank you.

**ADV PAUL PRETORIUS SC**: You have told the chair Mr Agrizzi that the other  
individuals who benefitted from these deliveries in the grey security plastic bags were  
over and above Messrs Thanda and Mohema.

20 **MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Can you name any of these individuals?

**MR ANGELO AGRIZZI**: Well I can recall some of them I have alluded to them in my  
statement. In my statement it says it was Ruben Pillay, Jo Serobe, as well as the  
Procurement Officer Mohammed Bashir.

**ADV PAUL PRETORIUS SC**: Now, you say they received bribes. I presume you are

describing the cash payment as a bribe. In what sense do you say it is a bribe? If you could just describe why you use the word 'bribe'?

**MR ANGELO AGRIZZI**: Well because it is unduly benefit, benefitting somebody ...[intervenes]

**ADV PAUL PRETORIUS SC**: For what purpose?

**MR ANGELO AGRIZZI**: To coheres them into doing what you want them to do.

**ADV PAUL PRETORIUS SC**: Alright, and the individuals Messrs Pillay, Serobe and Bashir do you know this from your personal knowledge or from information that you were given by someone else?

10 **MR ANGELO AGRIZZI**: Chair I packed the amounts on may occasions myself, kept records of it. On many occasion I would have to attend and hand out the packages.

**CHAIRPERSON**: Yes no that is fine. Let us also do this to the extent that you are able to help. In respect of for example the, in respect of for example the two individuals Thanda and Mohema, let us say Thanda, do you have a clear recollection that at some stage or another you did actually pack the money for, that was going to her, is it a him or her? Thanda?

**MR ANGELO AGRIZZI**: Sorry Caesar Thanda is a gentlemen and [Indistinct] Mohema is a gentleman as well.

**CHAIRPERSON**: Oh okay. Do you have any recollection that in regard to Mr Thanda  
20 for example there definitely was a time when you packed the cash, you put it in the bag, and maybe even delivered it yourself to him?

**MR ANGELO AGRIZZI**: I cannot recall delivering it to him at all. In terms of packing it, I cannot recall, I actually cannot recall I am sorry.

**CHAIRPERSON**: Yes. Well I am asking because earlier on you did say that at some stage you did the deliveries yourself, so I ma just checking in regard to whom that might



have happened. In regard to Mr Mohema did that happen?

**MR ANGELO AGRIZZI**: I cannot ...[intervenes]

**CHAIRPERSON**: You cannot recall.

**MR ANGELO AGRIZZI**: I actually cannot recall which specific person I did it for.

**CHAIRPERSON**: Yes, okay.

**MR ANGELO AGRIZZI**: Did I do it? Yes. Can I recall who it was? No I cannot.

**CHAIRPERSON**: No that is fine I just wanted to know whether you are able to specifics in that regard or whether you just remember in terms of generally that you did at some stage deliver to some individuals.

10 **MR ANGELO AGRIZZI**: Yes.

**CHAIRPERSON**: Ja, okay, thank you.

**MR ANGELO AGRIZZI**: Sorry Chair can I just clarify? In terms of the more recent people as alluded to Bashir and that yes those I can recall packing and delivering, those I can.

**CHAIRPERSON**: Yes, okay thank you, I am sure Mr Pretorius will deal with that in due course.

**ADV PAUL PRETORIUS SC**: Because these are serious allegation let us just put them in to their proper context. The period of time during which there was some interaction between ACSA officials and Bosasa began in 2001?

20 **MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Messrs Thanda and Mohema are mentioned in relation to that time period?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: You say that was a long time ago, which is correct?

**MR ANGELO AGRIZZI**: It is 2001.

**ADV PAUL PRETORIUS SC:** The other individuals you mention in paragraph 11.5 relate to a much later time period 2009 or 2010.

**MR ANGELO AGRIZZI:** And I recall it.

**ADV PAUL PRETORIUS SC:** And you recall it, so in relation to that period your evidence is: 'at some point during these visits 2009/2010 we met with other individuals during which meetings grey security plastic bags were handed to them by Gumede.' Right?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Now you were asked who those other individuals were  
10 and as I understood your evidence to be those other individuals included Thanda and Mohema, and the persons on page 22. So it seems to me we have to take out of the category of 'other individuals' Messrs Mohema and Thanda?

**MR ANGELO AGRIZZI:** Correct they were previous.

**ADV PAUL PRETORIUS SC:** Thank you. And the other individuals in so far as you can remember in relation to your evidence in paragraph 11.5 were Messrs Pillay, and Serobe, as well as Mr Bashir.

**MR ANGELO AGRIZZI:** And, sorry Chair, if I remember anymore I will add them.

**ADV PAUL PRETORIUS SC:** Please do.

**MR ANGELO AGRIZZI:** I will do.

20 **CHAIRPERSON:** Thank you. Well Mr Pretorius I think you said Mashir, you meant Bashir.

**ADV PAUL PRETORIUS SC:** Bashir.

**CHAIRPERSON:** Ja, thank you.

**ADV PAUL PRETORIUS SC:** Alright can we move on to the heading on page 22 at paragraph 12 'Black Book'.

**CHAIRPERSON:** Before you do so Mr Pretorius. Mr Agrizzi it seems that there would have been many occasions when these payments were made to certain individuals at the Airports Company when you were not the one who delivered the money and you were not in the company of the person who delivered the money. So the delivery would have been done by somebody else or other people.

**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON:** Are you able to tell me who would have been doing deliveries either generally or on some of the occasions. Either at the beginning or it was the same people throughout up to the end? Just give us, give me some information there.

10 **MR ANGELO AGRIZZI:** I can give you background to it. Normally if somebody is involved in bribery and they do a deal what would happen is they would get a monthly payment in stead of a lump sum or perhaps every second month they would get a monthly payment because that way according to the way I was explained my superiors at the time you then have a hold over that person. Because they, what happened they get their lifestyle accustom to that, so they were monthly payments. So to answer you question, yes they were monthly payments and if I was not around when they were delivered they were delivered.

**CHAIRPERSON:** Yes what I am saying is where there kind of standard people who use to do deliveries or not really? There are people maybe Mr A, Mr B, or Ms C from  
20 Bosasa who were, who would normally be entrusted with delivering. Or is that something that you cannot remember?

**MR ANGELO AGRIZZI:** No I can remember distinctly. Chair it would be delivered by the person that is working with that specific person.

**CHAIRPERSON:** Oh so in a way for each person there would be somebody that deals with that within Bosasa?

**MR ANGELO AGRIZZI**: Correct.

**CHAIRPERSON**: Okay, thank you.

**ADV PAUL PRETORIUS SC**: Let us deal then with your evidence as you set it out in paragraph 12 please Mr Agrizzi.

**MR ANGELO AGRIZZI**: Sure.

**ADV PAUL PRETORIUS SC**: You refer in paragraph 12.1 to what you call 'Gavin's safe'.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: Please tell the Chair about that.

10 **MR ANGELO AGRIZZI**: Well I do not understand do you want me to explain where it is? What is in there?

**ADV PAUL PRETORIUS SC**: Well you, have a look at paragraph 12.1 of your evidence.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: And relate to the Chair what you say in that paragraph please.

**MR ANGELO AGRIZZI**: Okay. Gavin Watson would spend a lot of time in my office and so would every other director would spend a lot of time in my office and normally I would be behind my desk and I had a small table and they would spend time there. So  
20 a lot of the times directors would come in and ask Gavin for money because they need to sort this person out or that person out, or they need to literally pay bribes.

**ADV PAUL PRETORIUS SC**: Sorry when they asked for money?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: Is that the description or the word they used?

**MR ANGELO AGRIZZI**: Yes. So Gavin would then go to what I referred to specifically,

and what everybody else did, as 'Gavin's safe'. Now Gavin's safe is situated in the walk-in vault and there were numerous walk-in vaults at Bosasa, must be about eight.

**ADV PAUL PRETORIUS SC:** What is a 'walk-in vault' just for those – of us who have no security experience.

**MR ANGELO AGRIZZI:** A walk-in vault is as what you see on TV it has got a big vault door, double thick door, and it has got walls around it, with a solid concrete roof, and normally there would be shelves or something inside. That is a walk-in vault.

**ADV PAUL PRETORIUS SC:** And no windows.

**MR ANGELO AGRIZZI:** No windows.

10 **ADV PAUL PRETORIUS SC:** And a high security metal door?

**MR ANGELO AGRIZZI:** The beauty about it as well, yes it is impenetrable normally.

**ADV PAUL PRETORIUS SC:** Anyway there was this walk-in vault you say behind the main boardroom?

**MR ANGELO AGRIZZI:** Correct, so that was Gavin's safe and within there, there is other smaller safes where lots of money is kept. He would go – people would come into my office, ask for money and he would have to leave and come back, leave and come back, and this was done openly. I mean people would see the grey security bags moving around the company.

20 **ADV PAUL PRETORIUS SC:** Alright let us just get this correct because there will be further evidence.

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** Video evidence in this regard. You say that in your office you would be talking to Gavin Watson and often people employed by Bosasa would come and ask for money.

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Gavin would then leave.

**MR ANGELO AGRIZZI:** Yes he would have to go and get the money.

**ADV PAUL PRETORIUS SC:** And he would come back with the grey security bag?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** Right.

**CHAIRPERSON:** And the money that would be, that people who came in would ask for would it be money for all manner of purposes in relation to the operations of the company and/or maybe bribes, or would it always only be bribes if they came in and ask for money?

10 **MR ANGELO AGRIZZI:** Chair if they wanted to buy anything else other than bribing people they would have gone to petty-cash. I had very stringent forms in place. This was for bribes.

**CHAIRPERSON:** Oh so in other words, whenever they came in and asked for money and Mr Gavin Watson went to, what you referred to as "Gavin's safe" you all knew this was for bribes?

**MR ANGELO AGRIZZI:** Chair if I can also add as well?

**CHAIRPERSON:** Yes.

**MR ANGELO AGRIZZI:** You know what people would do is they would come and say, 'oh no' they would come to me and they would say, I need some money because I need  
20 to buy some rulers and some pens to donate to someone. People are like – we are all the same, when I was small I used to go to my parents and ask for R10 because we have to go and watch a play. It was not really a play it was the tuck-shop money that I actually wanted. People are like that and we all fault and so often people would go to Gavin and say, I need money for this but it was not really for that. So that was one of the issues. To answer your question, the money that people got from the safe was

bribe money.

**CHAIRPERSON**: And the people who came to ask for money in that fashion were all – were SASSA personnel, is that correct? Or would there be somebody from outside with SASSA who could also come in and make that request?

**MR ANGELO AGRIZZI**: Yes they were mostly Bosasa Directorate, Bosasa Senior Management and other people from outside would also come and ask. You are right.

**CHAIRPERSON**: Okay, okay, okay. So – but one of the points you are making is that whatever they may say when they come in they are going to – they need the money for – you all knew and probably they also knew that they knew what it was for?

10 **MR ANGELO AGRIZZI**: Yes.

**CHAIRPERSON**: Ja okay thank you.

**ADV PAUL PRETORIUS SC**: From your own knowledge can you say whether Gavin Watson knew what the money was for?

**MR ANGELO AGRIZZI**: He also knew they were for bribes.

**ADV PAUL PRETORIUS SC**: Notwithstanding what you say that some other reason might be given for the request for cash or money?

**MR ANGELO AGRIZZI**: You refer to the money as monopoly money, it is just easily disposable.

20 **ADV PAUL PRETORIUS SC**: I just want to clarify. You have told the Chair that people would come in often and say I need money for what might superficially appear to be a legitimate purpose?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Rulers and pens.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Can you say whether Gavin Watson knew of the real

reason, according to your evidence for the request for cash?

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: Right, good.

**CHAIRPERSON**: And the money that was kept in what you refer to as 'Gavin's safe', was it only for this purpose, namely for bribes, or it was also used for other things? Is that something you would not know?

**MR ANGELO AGRIZZI**: Chair if I can answer your question very simply is that, it was there for bribes and if it was used for something else, I did not know about it.

**CHAIRPERSON**: Okay thank you. And for the best part of the time during which you  
10 were employed at Bosasa, would it be correct to say that for all intense and purposes you could be seen as Mr Gavin Watson's right-hand man? I think you mentioned something like that earlier?

**MR ANGELO AGRIZZI**: Most definitely.

**CHAIRPERSON**: Would it be correct to take the position to be like that?

**MR ANGELO AGRIZZI**: Until the day I left yes.

**CHAIRPERSON**: So therefore, if your knowledge was that money that was kept at what you call 'Gavin's safe', was solely used for bribery? It is highly unlikely that it was used for anything else, or part of it was used for anything else, would that be correct?

**MR ANGELO AGRIZZI**: I agree, I do know Chair to answer, some money was used for  
20 people's bonuses, that is it.

**CHAIRPERSON**: Yes okay thank you.

**ADV PAUL PRETORIUS SC**: Alright. In paragraph 12.2 you say that what occurred in relation to Gavin's safe and people requesting money and being given money, became the norm after a period of time, you see that?

**MR ANGELO AGRIZZI**: Correct.



**ADV PAUL PRETORIUS SC:** You were then given a particular task, what was that task?

**MR ANGELO AGRIZZI:** To manage and try and record what was going in and out.

**ADV PAUL PRETORIUS SC:** Why was it necessary to record what was going in and out?

**MR ANGELO AGRIZZI:** Because you need to reconcile at the end of the day.

**ADV PAUL PRETORIUS SC:** Were there just one or two withdrawals, plenty of withdrawals?

**MR ANGELO AGRIZZI:** No you are talking quite a few withdrawals and continuous.

10 **ADV PAUL PRETORIUS SC:** Would it be possible for anyone such as yourself to remember how much went out and to whom and with what frequency?

**MR ANGELO AGRIZZI:** Well if you recorded it yes then you would, which is what I did and I could remember ...[intervenes]

**ADV PAUL PRETORIUS SC:** If not recorded?

**MR ANGELO AGRIZZI:** Sorry?

**ADV PAUL PRETORIUS SC:** If not recorded?

**MR ANGELO AGRIZZI:** No you would just know how much money you had given out in total maybe.

**ADV PAUL PRETORIUS SC:** Right.

20 **CHAIRPERSON:** And do you know what was used to make sure that money taken from Mr Watson's safe at the request of whatever director, reached the person for whom it was intended? Was there any mechanism that was in place to ensure that, or was this done on the basis of trust for the person that requested the money that they would pass it onto the right person?

**MR ANGELO AGRIZZI:** Chair to answer your question. Normally you would not go

and double check, but sometimes we used to do our little checks in the background.

**CHAIRPERSON**: Okay thank you.

**ADV PAUL PRETORIUS SC**: Whose responsibility was it to account for funds and to reconcile those amounts?

**MR ANGELO AGRIZZI**: It was my responsibility.

**ADV PAUL PRETORIUS SC**: Given to you by Gavin Watson?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Right.

**CHAIRPERSON**: And that would have been from when to when that responsibility?

10 **CHAIRPERSON**: That responsibility was your responsibility from when to when if you are able to remember?

**MR ANGELO AGRIZZI**: Chair I must be honest, I had a late night last night preparing and I cannot remember, I am a bit fuzzy on that.

**CHAIRPERSON**: Okay. You might be able to assist us tomorrow on that or not?

**MR ANGELO AGRIZZI**: Yes I will check up on it.

**CHAIRPERSON**: Okay. So I just want to look at the period, is it five years or whatever, but you can tell us tomorrow, it is fine.

**MR ANGELO AGRIZZI**: Ja I am sorry I just cannot remember right now.

**ADV PAUL PRETORIUS SC**: No that is not a problem at all.

20 **CHAIRPERSON**: Are you still able to testify, you are still okay?

**MR ANGELO AGRIZZI**: Yes.

**CHAIRPERSON**: Okay alright.

**MR ANGELO AGRIZZI**: Sorry I only got home at 02:00 this morning.

**CHAIRPERSON**: Okay.

**MR ANGELO AGRIZZI**: Okay.

**CHAIRPERSON:** Alright no, I just wanted to make sure that you are still feeling free to be able to continue to testify for now.

**MR ANGELO AGRIZZI:** No, no we can continue.

**CHAIRPERSON:** Okay thank you.

**ADV PAUL PRETORIUS SC:** Okay. Mr Agrizzi at the invitation of the Chair, take your time, if you need a break tell us, if my questions are not clear ask me to clarify and I will happily do so.

**MR ANGELO AGRIZZI:** I will do.

**ADV PAUL PRETORIUS SC:** Right. You have two tasks it seems. One, is to see if  
10 you can recall any reliable information in regard to shareholding, whether in the Bosasa Group of Companies?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Particularly by Government related personnel, and secondly now the period of time for which you held responsibilities in relation to cash withdrawals and payments?

**MR ANGELO AGRIZZI:** Ja.

**ADV PAUL PRETORIUS SC:** Okay. If we can then move on to the evidence in paragraph 12.3 please of your affidavit. You say there, "what Gavin Watson" I presume it is, gave you certain directions in relation to what you refer to as 'managing the cash'.  
20 What was your duty, or what were your duties?

**MR ANGELO AGRIZZI:** My task was to prepare and initially package the actual cash itself. So I was required to keep a record, which I did, in a little black book, and normally I would attend to the directors, individuals that we were going to pay. I would also communicate the relevant amounts to Mr Watson.

**ADV PAUL PRETORIUS SC:** Before you go on, what would the directors do to justify,

or to give you information in relation to the intended recipients of payments?

**MR ANGELO AGRIZZI:** They would motivate it.

**ADV PAUL PRETORIUS SC:** Right and would they give you any documentation?

**MR ANGELO AGRIZZI:** Yes. Sometimes they would write a list on a piece of papers. Sometimes it might even be a SMS and they would motivate it like that.

**ADV PAUL PRETORIUS SC:** And once you had received this [indistinct] request from the directors for money.

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** Would you then refer that to Gavin Watson, or would you  
10 act independently?

**MR ANGELO AGRIZZI:** It was a new name, or a new amount, I would have get approval from him.

**ADV PAUL PRETORIUS SC:** And then ...[intervenes]

**CHAIRPERSON:** If it was an old name, as it were, or an amount that you know normally goes to that person, you would approve it yourself without having to refer to Mr Watson?

**MR ANGELO AGRIZZI:** Ja if it was a standard name. Because we had standards per month that we get.

**CHAIRPERSON:** Thank you.

20 **ADV PAUL PRETORIUS SC:** With the record that you were required to keep of these requests, which sometimes included, you say names of individuals who were going to be paid, would you then provide documentation to anyone else?

**MR ANGELO AGRIZZI:** Sorry can you repeat that please?

**ADV PAUL PRETORIUS SC:** You say that your task was to prepare and package cash?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** You were given that instruction by Gavin Watson?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Directors would come to you and say, I need cash, or I need money for sometimes a named person, you would record that information?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** Okay. Did you then personally prepare and package the cash, or did you delegate that to someone else?

**MR ANGELO AGRIZZI:** Well I did delegate it, I was busy so I would delegate that to  
10 someone else.

**ADV PAUL PRETORIUS SC:** And to whom did you delegate?

**MR ANGELO AGRIZZI:** At one stage I delegated it to a gentleman by the name – one of the accountants Jacques van Zyl.

**ADV PAUL PRETORIUS SC:** And was this consistent, or did it vary from time to time? Did you sometimes package, sometimes delegate, or was it a consistent practice?

**MR ANGELO AGRIZZI:** No it was consistent with Jacques, but then at one stage I had to take it away.

**ADV PAUL PRETORIUS SC:** I am sorry I did not hear.

**MR ANGELO AGRIZZI:** I said at one stage I had to change the system, but it was a  
20 consistent system.

**ADV PAUL PRETORIUS SC:** Yes and we will talk about that in due course.

**MR ANGELO AGRIZZI:** Okay.

**ADV PAUL PRETORIUS SC:** Yes. Now when you gave Jacques van Zyl an instruction to package, or to prepare and package the cash as you term it, did you give him any information in the form of names or amounts?

**MR ANGELO AGRIZZI**: Ja. I think what I would I do is, I would code it. So if you look at the example that I use in paragraph 12.3 is I used Elford Miatele (?) who was one of the clients at the Mines and the agreement for – that Elford received R30 000 a month and Elford's code would be ELF30 and the person who took it to him his names or initials or coding or nickname would be put behind and it would be written on the bag. And that – I would basically give those codes out. The bags would be returned to me filled with those specific codes written on the top.

**ADV PAUL PRETORIUS SC**: Alright. So you refer in paragraph 12.3 – let us first say, you were given an instruction by Gavin Watson to keep records?

10 **MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: And you have told the Chair why it was necessary to keep records.

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: You have told the Chair that you did in fact keep records?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: And we have examples of those records in the bundle and as exhibits which we will produce in due course.

**MR ANGELO AGRIZZI**: Yes.

20 **ADV PAUL PRETORIUS SC**: Correct?

**MR ANGELO AGRIZZI**: Correct.

**ADV PAUL PRETORIUS SC**: Now just to explain in detail to the Chair, the codes that you used, let us refer to paragraph 12.3 at the top of the page 23 of your affidavit. You have mentioned it, but not in full detail.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC:** You refer there to the code "ELF30PLC". Please describe how that code is made up to the Chair?

**MR ANGELO AGRIZZI:** It was made up Chair in my head. So ELF would mean to me Elford and ...[intervenes]

**ADV PAUL PRETORIUS SC:** Elford Miatele the recipient ...[intervenes]

**MR ANGELO AGRIZZI:** It is correct.

**ADV PAUL PRETORIUS SC:** Of the monies?

**MR ANGELO AGRIZZI:** And ...[intervenes]

**ADV PAUL PRETORIUS SC:** With 30 the recipient?

10 **MR ANGELO AGRIZZI:** Thirty was what he had agreed to, to get paid.

**ADV PAUL PRETORIUS SC:** And 30 denoted how much?

**MR ANGELO AGRIZZI:** Thousand – they would denote 30 thousand.

**ADV PAUL PRETORIUS SC:** Right.

**MR ANGELO AGRIZZI:** We never talk thousands or millions or anything like that, because that would be too obvious. We spoke in hundreds and tens, so it was hundred and ten you know, and the 30 would denote 30 thousand.

**ADV PAUL PRETORIUS SC:** And PLC?

**MR ANGELO AGRIZZI:** PLC would be the person collecting it and in that instance it was Patrick [indistinct] and he was from Catering, so that is why it was PLC.

20 **CHAIRPERSON:** When one has regard to all the codes that you may have used then.

**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON:** Would this principle apply to all those codes, namely maybe the first two or three letters relate to the name of the recipient, the figure relates to the amount per month. The last two or three letters relate to the person who must deliver the money to the recipient. Was that the principle that applied more or less to all the

codes?

**MR ANGELO AGRIZZI**: Most of the times we would apply that. But soon people started to realise the codes.

**CHAIRPERSON**: Oh.

**MR ANGELO AGRIZZI**: And then we had to change it again.

**CHAIRPERSON**: Okay.

**MR ANGELO AGRIZZI**: So it did not apply all the time.

**CHAIRPERSON**: Okay thank you.

**ADV PAUL PRETORIUS SC**: Did you have any authority to decide upon who should  
10 be paid these monies and how much should be paid to them? And you are shaking  
your head.

**MR ANGELO AGRIZZI**: Never.

**ADV PAUL PRETORIUS SC**: Please you must say.

**MR ANGELO AGRIZZI**: Chair never. I could motivate, but I could not make a decision  
on my own.

**ADV PAUL PRETORIUS SC**: Right. Were you on any occasion asked by  
Gavin Watson for your opinion in respect of any payments?

**MR ANGELO AGRIZZI**: Yes of course Gavin Watson would ask me, listen should we  
pay this person, what do you think about that and I would give my opinion.

20 **ADV PAUL PRETORIUS SC**: And that opinion would sometimes be, I presume  
positive, yes a person should be paid?

**MR ANGELO AGRIZZI**: Sometimes.

**ADV PAUL PRETORIUS SC**: And what were the criteria that would inform such a  
decision?

**MR ANGELO AGRIZZI**: The most important Chair was; is the person going to be



useful for the organisation and is the person supportive of the organisation, then yes.

So it was a *quid quo pro* situation.

**CHAIRPERSON**: Support for an organisation in this context meaning, will that person do what is necessary to get a tender for the company, is that what it meant?

**MR ANGELO AGRIZZI**: You have hit the nail on the head.

**CHAIRPERSON**: Thank you. And who would decide on the amount, is it Mr Gavin Watson as to who gets what?

**MR ANGELO AGRIZZI**: Normally what would happen was – there would be a motivation Chair.

10 **CHAIRPERSON**: From who?

**MR ANGELO AGRIZZI**: From the person wanting to make the payment.

**CHAIRPERSON**: That is now the?

**MR ANGELO AGRIZZI**: The applicant, let us call them the applicants.

**CHAIRPERSON**: No the person who must give support to the company?

**MR ANGELO AGRIZZI**: No they would normally ...[intervenes]

**CHAIRPERSON**: The Director?

**MR ANGELO AGRIZZI**: What would happen is, there would be a middle – a person in-between. So let us say I had a client and I felt the client should be looked after, I would then motivate what I think the client should get.

20 **CHAIRPERSON**: Okay, okay.

**MR ANGELO AGRIZZI**: I might motivate a little bit extra so that I can get a little bit extra myself you know.

**CHAIRPERSON**: Ja.

**MR ANGELO AGRIZZI**: That is what we encountered numerous times as well and that would be motivated to Gavin Watson and I would assist him, the motivation.

**CHAIRPERSON:** But the ultimate decision-maker would be Mr Watson to take a ...[intervenes]?

**MR ANGELO AGRIZZI:** Oh yes, ja no definitely.

**CHAIRPERSON:** Okay.

**MR ANGELO AGRIZZI:** Ja.

**ADV PAUL PRETORIUS SC:** I am sorry, I just want to be cautious here.

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** You said "I might ask for a bit extra". Are you referring to what you did, or what someone else might do?

10 **MR ANGELO AGRIZZI:** No, no not me personally. But sometimes people would ...[intervenes]

**ADV PAUL PRETORIUS SC:** Well you are going to be cross-examined, so therefore it is necessary to clear.

**MR ANGELO AGRIZZI:** Okay.

**ADV PAUL PRETORIUS SC:** You are saying people would sometimes – I think the language in the trade's 'take haircut'.

**MR ANGELO AGRIZZI:** Haircuts.

20 **CHAIRPERSON:** Do you know whether – before the internal person makes the motivation that a particular person, recipient – or future recipient be paid a certain amount? Do you know whether that would have been discussed and agreed upon with that person first, or it would vary, or you do not know?

**MR ANGELO AGRIZZI:** Chair to answer your question, ninety percent of the times it would have been discussed, or asked of.

**CHAIRPERSON:** Thank you.

**ADV PAUL PRETORIUS SC:** Okay. Let us return please Mr Agrizzi to the keeping of

records, the task that you are required to perform.

**MR ANGELO AGRIZZI**: Yes.

**ADV PAUL PRETORIUS SC**: How were these records kept by you initially?

**MR ANGELO AGRIZZI**: So initially I would use a loose piece of paper and I would actually write the amounts on in codes to facilitate the packing of it, because I was very busy. And then later on the big problem was loose pieces of pages go missing, so I kept recording various A6 books. Unfortunately I do not have one here, but a small little black book and ...[intervenes]

**ADV PAUL PRETORIUS SC**: You have given one to the investigators and we will  
10 produce it in due course.

**MR ANGELO AGRIZZI**: Yes, yes and there are pictures of it in the Annexures as well. And that information on the notes would be then transferred onto these books as well. But sometimes these books went missing after they had been submitted and eventually more than one book would be kept in rotation. So you will use one, pack one away, use one, pack one away. So you would rotate them. So we could never actually account for every single cent that was sent, that would be impossible. Because you are counting for now and then going forward there might be another person drawing from that specific safe. So that was the issue. The only person though who had access to that safe was Gavin Watson.

20 **CHAIRPERSON**: Would you have a recollection of what you discovered when you started with this responsibility, what you discovered as being the amount more or less that the company was spending per month paying bribes? It might have changed at some stage, but your first recollection of how much the company was spending in bribes per month in this way. Are you able to enlighten me on that?

**MR ANGELO AGRIZZI**: Ja I can enlighten you Chair. Are you just talking about cash,

not other favours?

**CHAIRPERSON:** About this monthly cash.

**MR ANGELO AGRIZZI:** Cash?

**CHAIRPERSON:** Ja.

**MR ANGELO AGRIZZI:** Between R4 million and R6 million a month.

**CHAIRPERSON:** R4 to R6 million a month?

**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON:** Okay.

**ADV PAUL PRETORIUS SC:** You give that evidence later, but you will also tell the

10 Chair of the relation between that amount and the turnover or profit of the company as a whole?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** And in relation to the overall profits, or the overall income, even the overall turnover of the companies ...[intervenes]

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** In Bosasa Group, was it a significant proportion?

**MR ANGELO AGRIZZI:** No it is a drop in the ocean. It was not a big proportion, it did not stick out.

**ADV PAUL PRETORIUS SC:** Right. Let us just finish the evidence in paragraph 12.5

20 please. You say, initially you kept this information regarding payments, recipients and amounts on loose pages?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** You then progressed to keep these records in various A6 books?

**MR ANGELO AGRIZZI:** Correct.

**ADV PAUL PRETORIUS SC:** Okay. What survives in your possession, because we will come to this later, of these lists and books? In other words, what do you have and what have you given to the investigators?

**MR ANGELO AGRIZZI:** I have given the investigators one of the books that has got the figures in it, as well as some of the lists.

**ADV PAUL PRETORIUS SC:** And we will come to that in due course. Were any payments made without your knowledge?

**MR ANGELO AGRIZZI:** Numerous.

**ADV PAUL PRETORIUS SC:** Okay. Well that is a bit of a problematic question and  
10 answer if it was made without your knowledge you would not know about it.

**MR ANGELO AGRIZZI:** But what would happen is – sorry Chair. What would happen is, you would leave "X" amount there and you would have an opening balance and a closing balance and the next week you would come and there is nothing being written in the book and it has just gone missing, well it disappeared. That is why I can qualify and I said 'numerous payments' without my knowledge. Because when you start with ten and you end up with two, eight had gone missing.

**CHAIRPERSON:** But the only person who had access to the safe was only one person?

**MR ANGELO AGRIZZI:** That is right.

20 **CHAIRPERSON:** Mr Gavin Watson.

**MR ANGELO AGRIZZI:** Correct.

**CHAIRPERSON:** Yes.

**ADV PAUL PRETORIUS SC:** Just to clarify, people would have access to the vault in which the safes were kept?

**MR ANGELO AGRIZZI:** Yes.

**ADV PAUL PRETORIUS SC:** But in relation to the safes in the vault, only Gavin Watson would have access to that safe?

**MR ANGELO AGRIZZI:** Hence my response yes.

**ADV PAUL PRETORIUS SC:** I just wanted to make clear the difference between the vault and the safes.

**MR ANGELO AGRIZZI:** The vault and the safe.

**ADV PAUL PRETORIUS SC:** And that will become clear in relation to certain evidence we are going to show to the Chair in due course. Chair you will note from paragraph 12.6 that we need to present some evidence to you in a different form. I do  
10 not want to be too particular at this stage, but that would take some time, not only to setup, so that the witness can control the technology, but also would require a short adjournment to set it up. So may we take the adjournment now and resume tomorrow?

**CHAIRPERSON:** Yes we may do that, but before we do that, can I ask this one question?

**MR ANGELO AGRIZZI:** Yes sir.

**CHAIRPERSON:** When you started with the responsibility of dealing with this cash and keeping records.

**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON:** If you are able to recall, just tell me more or less what you think was  
20 the lowest amount that was going to a recipient, you know, out of all the recipients that may have been there, you might be aware that the lowest monthly amount may have been R10 000 or 30, and maybe what the highest was if you have some recollection, even if it is not actually exact figure, but more or less?

**MR ANGELO AGRIZZI:** Chair the lowest amount was about R5 000 and that would go to an employee as a monthly bonus.

**CHAIRPERSON:** Yes. And the highest would have been more or less?

**MR ANGELO AGRIZZI:** Who – to an individual?

**CHAIRPERSON:** To an individual.

**MR ANGELO AGRIZZI:** About R1 million, sometimes much more.

**CHAIRPERSON:** Okay, okay thank you very much.

**ADV PAUL PRETORIUS SC:** Per month?

**MR ANGELO AGRIZZI:** Yes.

**CHAIRPERSON:** Thank you very much. We are going to adjourn now.

**MR ANGELO AGRIZZI:** Thank you sir.

- 10 **CHAIRPERSON:** And we will resume tomorrow morning at 10:00. So do come back tomorrow morning. We are going to adjourn and resume tomorrow at 10:00. We adjourn the proceedings.

**ADV PAUL PRETORIUS SC:** Thank you Chair.

**REGISTRAR:** All rise.

**COMMISSION ADJOURNS TO 17 JANUARY 2019 AT 10:00**