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CHAIRPERSON: Good morning. Can we ask the witness to confirm that he is still under oath?

MR ODENDAL: I do.

CHAIRPERSON: Thank you. Ms Ramagaga.

5 MS RAMAGAGA: Thank you Chair. When we adjourned on Thursday I had completed presenting evidence of Mr Odendal and the Lawyers for Human Rights have indicated that they would like to consider whether to cross-examine him or not. Thank you Chair.

10 CHAIRPERSON: Anybody from Lawyers for Human Rights?

ADV SNYMAN: Yes, thank you Chair. Thank you, good morning Chair and Commissioner Musi, I represent Mr Holden and Mr Feinstein and Mr Van Vuuren, G Snyman from Lawyers for Human Rights, we do intend cross-examining Mr Odendal
15 this morning.

CHAIRPERSON: Ma'am, I'm very sorry, again I have a problem with hearing what you are saying and me and my colleague here is the same, he didn't quite follow what you were saying, I think you are talking too softly.

20 ADV SNYMAN: Thank you Chair. G Snyman from Lawyers for Human Rights, representing Mr Holden, Feinstein and Van Vuuren. Chair, Commissioner Musi we do intend to cross-examine Mr Odendal this morning.

CHAIRPERSON: You can proceed if you are ready.

25 ADV SNYMAN: Thank you Chair. Firstly we have prepared

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two document bundles from our clients; we have already given copies to the witness and to the legal teams present. May I request that two copies be handed up to the bench? It's a 35 page bundle of documents.

5 CHAIRPERSON: Thank you, if you can proceed. Fortunately they had given us the copies of the document much earlier on, so we had a chance of going through it. Thank you.

CROSS-EXAMINATION:

10 ADV SNYMAN: Mr Odendal, I wish to refer to your witness statement starting at page 12 of your statement bundle. Mr Odendal, could I ask you to read the first sentence of paragraph 5.

15 MR ODENDAL: *“Following a competitive bidding process and the evaluation of the tenders in accordance with the approved Value System the contract for the LUH was awarded to the bidder that offered the lowest price and best technical solution”.*

ADV SNYMAN: Thank you. Mr Odendal is this still your position?

20 MR ODENDAL: That is my position Chair.

ADV SNYMAN: Thank you. During the leading of your evidence you provided an additional clarification of this point. Chair and Mr Odendal I ask that you please refer to page 3850 of the transcript of the public hearings from the 25 21st of November. If you don't have it I can read it into the

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record and to you.

CHAIRPERSON: I'm sorry, which page is that?

ADV SNYMAN: Page 3850.

COMMISSIONER MUSI: 3850.

5 ADV SNYMAN: Mr Odendal, do you have it? Can I ask you to read from line 12 starting with: "But I think it should be clear ..." and ending at line 17?

MR ODENDAL: *"... but I think it should be clear from what we presented to you that there was a formal approved process followed to arrive at all logic conclusions, of course along the way being a vigorous process there's always debate and different opinions but in my view this contributed to ensure the best value to the state".*

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15 ADV SNYMAN: Thank you. If I could ask you now to turn to page 137 of your Declassified Documents bundle. To confirm the document at page 137 is the Request for Final Offer that was distributed to those bidders for ...

CHAIRPERSON: I'm sorry, which page are you referring to?

20 ADV SNYMAN: Page 137 of the Declassified bundle.

COMMISSIONER MUSI: 127.

CHAIRPERSON: 127?

ADV SNYMAN: 137.

CHAIRPERSON: Page 137 that we have is something different, totally different from what you are saying.

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COMMISSIONER MUSI: Maybe that's Volume 2.

ADV SNYMAN: The title of my page 137 starts with "Section 1 – Introduction".

5 COMMISSIONER MUSI: No. Maybe it's Volume 2. Volume 1, no, no, this is Volume 2.

ADV SNYMAN: I apologise, it is the same bundle, not the Declassified bundle. Mr Odendal check on the document at page 137, it's the Request for Final Offer that distributed to those bidders for the Light Utility Helicopter contracts selected
10 Following the RFI phase, is this correct?

MR ODENDAL: Chair, I confirm.

ADV SNYMAN: Thank you Mr Odendal. Could I ask you to read paragraph 1.1.1 of the RFO?

MR ODENDAL: I read paragraph 1.1.1 on page 137:
15 *"The South African Air Force requires a fleet of sixty one new technologically advanced Light Utility Helicopter to place its ageing Alouette III helicopters".*

ADV SNYMAN: Thank you Mr Odendal. Based on this
20 paragraph it is clear that the bidders who responded to the RFO were bidding to supply 61 light utility helicopters to the South African Air Force as the end user, would you agree?

MR ODENDAL: I agree.

ADV SNYMAN: Chair, Mr Odendal, could you now turn to
25 page 376 of the Documents bundle, the Statement bundle page

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376.

COMMISSIONER MUSI: Statement bundle, it's the same document. Statement bundle is the same document. Page 3?

5 ADV SNYMAN: 376. To confirm, this document provided the results of the Technical Evaluation of the three bidders for the light utility helicopters based on the submission they made in fulfillment of the request for final offer, is this correct?

MR ODENDAL: Chair and Commissioner Musi I confirm, it's correct.

10 ADV SNYMAN: And it was these results that were provided to SOFCOM for that body to combine with the National Industry Programme and the Defence Industry Programme and financing evaluation results to generate the preferred bidder, is that correct?

15 MR ODENDAL: Correct.

ADV SNYMAN: Mr Odendal, could you now please read from the same page, in particular the paragraph beginning: "Initial system acquisition costs ..." appearing towards the bottom of the page and ending with the quoted acquisition cost
20 for the Eurocopter.

MR ODENDAL: *"Initial system acquisition cost (all costs, excluding programme management costs) for a product system of sixty helicopters is:*

- *AGUSTA A109 – US\$423m*
 - *BELL M427 – US\$462m*
- 25

- *EUROCOPTER - US\$503m*".

ADV SNYMAN: This would indicate that the technical evaluation of the Light Utility Helicopter contract, including considerations of cost effectiveness were based on the supply of 60 helicopters to the South African Air Force, is that correct?

MR ODENDAL: Chair, that is correct.

ADV SNYMAN: And that as they were evaluated at the same time it is safe to assume that the National Industry Programme and Defence Industry Programme and financing domains were also evaluated on the basis of the bid to supply 60 helicopters, is that correct?

MR ODENDAL: That is correct.

ADV SNYMAN: And Mr Odendal, how many helicopters were purchased from Agusta?

MR ODENDAL: 30.

ADV SNYMAN: Could you confirm at what stage the decision was made to purchase 30 rather than 60 helicopters from Agusta?

MR ODENDAL: There were various stages of reduction in the quantities in order to be able to fit within the budget constraints. If my memory serves me correctly the first, it was started with 40 and later on it was reduced around about between June and September 1999 by Cabinet to 30 in order to comply with the budget restrictions.

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ADV SNYMAN: Then as a matter of interest are you aware of why there was such a material change to the acquisition, there was not a decision to re-enter the RFO stage and request new information from bidders which, as you pointed out
5 constituted a binding agreement?

MR ODENDAL: Chair, I would like to refer the Lawyer for Human Rights to the evidence that was given last week, I believe when they were not here, but I will repeat in short what was said. If Chair, if you can page to page 383 of the Final
10 Response Evaluation Results for the February 1998 Request for Offer, so if you can just turn a few pages to page 383 then I would just like to indicate that the Evaluation Report and indeed the RFO provided for a reduction in helicopters. I would like to read out loud, at the bottom of page 383, Table 3
15 where there is a comparison for 60, 50 and 40 helicopters. As I pointed out last week it also indicated that the, for 40 helicopters the cost would have been still substantially lower than for 60, so the second thing that I would like to point out that the reduction from 40 to 30 as we were in the negotiation
20 phase there was, a further reduction was not expected to change the outcome of the relative ranking for the cost, furthermore if the reduction was in accordance with this gradual reduction in price and therefore it was not viewed as appropriate to go out or necessary as we were negotiating and
25 it was clear that the Agusta proposal remained the cheapest.

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ADV SNYMAN: Thank you Mr Odendal. I appreciate from this table that there were quotations from the reduction in price from 60 to 50 to 40 but it still begs the question whether the decision was made to purchase 30 helicopters rather than 60 or
5 50, or 40. Were the, an approach was made by any member of the Acquisition Team to any of the two losing bidders in the RFI ..., RFO phase to get a formal and binding quotation as to what it would have cost with those bidders to purchase 30 helicopters?

10 MR ODENDAL: Chair, if I can point out in the contract indeed initially was for 40 helicopters, 30 immediately with the option to extend it to 10 and it was at the time the intention of the DoD to proceed with the additional 10 should additional
15 40 helicopters and the contract indeed provided for 40, although 30 was ordered immediately with the option of a 10 further helicopters to follow as soon as funds allowed. That did not materialise and in order to, with respect to the specific question of the, we did the, the other bidders were not
20 approached to also quote for 30 helicopters, it was not deemed necessary or required.

ADV SNYMAN: Mr Odendal as no new bidding process for the acquisition of 30 helicopters was put out we put it to you that it was not a competitive evaluation between the Agusta,
25 Bell and Eurocopter for the supply of 30 rather than 60

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helicopters.

MR ODENDAL: Chair, I think I already answered that question previously and I remain with the statement that I made earlier on page 12 of my statement.

5 ADV SNYMAN: So, to clarify you are not personally aware of any official binding quote provided by Bell or Eurocopter for the supply of 30 rather than 60 helicopters?

CHAIRPERSON: Excuse me Ma'am, I think you are repeating one and the same question, he's given you an answer
10 and then maybe let's move to the next point. He said that they thought it was not necessary. I think that's the answer that he gave, so that question that you are now putting to him is basically asking the same question, maybe let's get to the next question.

15 ADV SNYMAN: Thank you, I'll proceed. Now moving on I'm not suggesting that you could not make an educated guess on the basis of the existing RFO's, but that is not my point, my point and my question is this, is it true that you cannot reference a binding price offer from the two losing bidders in
20 the RFO Evaluation Phase to confirm what it would have cost to purchase 30 helicopters from Bell and Eurocopter?

MR ODENDAL: I would appreciate if you can just repeat the question because I'm not exactly clear.

ADV SNYMAN: My question is, is it correct that you
25 cannot reference a binding price offer from the losing bidders

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in the RFO Evaluation Phase to confirm what it would have cost to purchase 30 helicopters from Bell and Eurocopter?

MR ODENDAL: I'm not sure if I understand the question, I'm sorry.

5 ADV SOLOMON: Chair, if I may, perhaps counsel for Lawyers for Human Rights can rephrase the question. I speak in personally; I have difficulty understanding the question.

ADV SNYMAN: Mr Odendal what we're putting to you is that there's no reference of a binding price offer from the two
10 losing bidders in respect of the 30 helicopters for the RFO Evaluation Phase.

MR ODENDAL: Chair, that is correct.

ADV SNYMAN: Chair and Mr Odendal, this was an issue that was dealt with (indistinct) in Paul Holden's cross-
15 examination of Mr Robert Vermeulen and it's one that my clients believe is key. If you would recall Chair when Paul Holden cross-examined Mr Vermeulen on this matter Mr Vermeulen confirmed that there was no competitive evaluation for the provision of three rather than four submarines and we
20 submit that it's also equally true of the Light Utility Helicopter contract where the contract was materially changed between the point when the evaluation was concluded, the preferred bidder selected and the final contract signed. I would like to read from Mr Vermeulen's testimony to ask Mr Odendal if he
25 agrees that Mr Vermeulen's points are equally applicable to the

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Light Utility Helicopter contract. The quote which I wish to read from appears at page 2589 of the transcripts of Mr Vermeulen on the Commission's website and I'd like to read from lines 1 to 8.

5 ADV SOLOMON: Chair, Commissioner Musi, I'd like to object to that question, I don't think it's either relevant or fair to put to this witness what another witness said dealing with a totally different programme has no applicability to the LUH helicopters in question and I think it's irrelevant, it's
10 something that can be argued shouldn't be allowed as a question to this witness.

ADV SNYMAN: Chair, I would submit that it is entirely relevant based on what we've just established as a reduction of the (indistinct) to offer and the final decisions and contracts.
15 If I may put, if I may read from the record what Mr Vermeulen said ...

CHAIRPERSON: Just hold on, I must still first give a ruling on the objection that has been raised by Advocate Solomon. You want to ask this witness about the submarines, he had
20 nothing to do with the submarines, and he's never told me anything about submarines, so I can't see how relevant that question is to the evidence that he's given us, so I'm going to disallow that question.

ADV SNYMAN: Chair, if I may, apart from your ruling
25 already having been given, may I read the relevant paragraph

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and then a decision could be made whether or not it would be relevant to make a comparison by this witness on the process?

CHAIRPERSON: The portion that you are going to read, does it have anything to do with the evidence that he gave? Or
5 the programme in which he was involved? If the answer is no I'm not going to allow the question.

ADV SNYMAN: Chair, the relevance is the extrapolation process of making the decision without, without the prices for the number that was decided on, so its relevance to the
10 extrapolation process of how the figure can be reached.

CHAIRPERSON: Just hold on, I see Ms Ramagaga seems to be itching to say something too.

MS RAMAGAGA: Thank you Chair. I object to questions that my learned friend seeks to ask that relate to the
15 acquisition of any other programme other than the LUH and thus far the witnesses that have testified about the acquisition of the LUH was Colonel Viljoen and Mr Odendal, Mr Vermeulen did not testify about the acquisition of the LUH and thus I object to cross-examination in relation to anything that has
20 nothing to do with LUH.

CHAIRPERSON: Advocate Solomon.

ADV SOLOMON: Thank you Chair, Commissioner Musi. There's no objection if she puts the proposition as a general
25 proposition, if she wants to make a point, if she feels there's some unfairness in having reduced the number let her put the

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general proposition, I don't think it should be put out of the mouth of Mr Rob Vermeulen to this witness, it puts a different colour to it and he can't comment on what Mr Rob Vermeulen said.

5 CHAIRPERSON: Do you want to say your last piece on this point?

ADV SNYMAN: No, I have nothing further to add apart from our submission that it is relevant.

10 CHAIRPERSON: I have already made a ruling in that I'm not going to allow that question but then as Advocate Solomon say if at all it's a general proposition I will allow you to make a general proposition, but then don't ask this witness to comment about the evidence of another person who gave evidence on submarines and not on Light Utility Helicopters.

15 ADV SNYMAN: Thank you Chair. Then I won't quote from the transcript but our submission is that it is clear in our view that Mr Vermeulen did agree that there were likely to be significant cost per unit implications with the changing scope of supply in the submarine contract and that with in addition
20 the knock-on effects in terms of DIP and NIP agreements as these were based on acquisition costs. Can you comment on whether you believe the same would be the case in the helicopter contract?

25 CHAIRPERSON: Ma'am, I think I will say it for the last time, I said to you that this witness has nothing to do with the

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submarines, don't ask him any question which relates to the evidence of a person who was talking about submarines, if you want to put a general proposition to him you can put a general proposition to him but then I'm not going to allow this witness
5 to comment on the evidence of other witnesses.

ADV SNYMAN: Alright, let me rephrase this. Mr Odendal, would you agree that there would be a knock-on effect on the terms of the DIP and NIP agreements as these were based on acquisition costs? Can you comment on whether you think this
10 would apply in the case of a helicopter contract?

MR ODENDAL: Chair, DID and NID, I don't know what that refers to.

ADV SNYMAN: The DIP and NIP agreements.

MR ODENDAL: Chair, I would appreciate it if I can just be
15 clarified on what the full name of DIP is, and then I could respond to that, and then the same for NIP. It this refers to Defence Industrial Participation or DIP or NIP, maybe I'll understand the question.

ADV SNYMAN: Yes, I'm referring to the National Industry
20 Programme and the Defence Industry Programme.

MR ODENDAL: Chair, I think the best is to ask the persons that will later on testify with respect to the DIP and the NIP programmes who have the full details of that. I have partial information and do not want to speculate in front of the
25 Commission.

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ADV SNYMAN: Mr Odendal, then returning to the final paragraph of your witness statement which was on page 12 paragraphs 5 which you read into the record when you first started.

5 MR ODENDAL: I'll read from the last paragraph on page 12, it says:

"Should the same programme be repeated today the cost could be as much as 3 (three) times more".

10 ADV SNYMAN: I'm referring to the first sentence which you read into the record when you first started.

MR ODENDAL: Chair, I'm not clear from where the, I'm expected to read.

ADV SNYMAN: I'm referring to the first sentence of paragraph 5.

15 MR ODENDAL: Chair, should I repeat the first sentence that I read earlier?

20 ADV SNYMAN: Mr Odendal, I wouldn't say it was necessary to repeat it; I'm just referring back to that conclusion which you drew. Based on this conclusion we would put it to you, and it is our client's view that it's simply not possible to make this claim with any certainty because there are no firm and (indistinct) quotations from either Eurocopter or Bell for the supply of 30 rather than 60 helicopters, would you like to comment?

25 MR ODENDAL: Chair, I would like to point out again that

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the contract was actually for 40 helicopters of which 30 was exercised immediately and 10 to be exercised later on, at that point in time this was the best offer that we received financially and technically. I do not, this, my statement refers specifically to the Technical Evaluation and the cost of the product, not to Defence Industrial Participation or National Industrial Participation, not by excluding them, implying that they might also not be the best proposition at the time, so that's all that I have to say Chair.

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10 ADV SNYMAN: Thank you. Then can we move on to a different line of questioning. Now Mr Odendal during your testimony and in your witness statement you dealt extensively with the selection of Turbomeca instead of Pratt & Whitney to supply the engines for the Light Utility Helicopter. For
15 brevity's sake I won't ask you to repeat too much of this testimony, but simply put it appears from the documents you submitted in evidence and your testimony that one of the key concerns of those evaluating this decision was that there could have potentially been a risk in acquiring the Turbomeca engine,
20 would you agree with this summary?

MR ODENDAL: Chair, Commissioner Musi, I fully agree with the summary.

ADV SNYMAN: Could you briefly describe the risks that were identified?

25 MR ODENDAL: The main risk was timescale due to the

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development work that still needed to be done by Turbomeca, it furthermore ... There was the risk that the envisaged implementation of the technical solution that including a lot of, a number of modifications to the existing engine could not result in the predicted performance as well as could resulted in additional maintenance cost due to the higher temperature that according to the proposed solution that would have been inside the engine, so that was in summary the risk, in other words technical and timescale risk

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10 ADV SNYMAN: Would you say it's fair to summarise the concerns around risks as being the increased acquisition costs and potential delivery problems as the Turbomeca engine had not actually been developed?

MR ODENDAL: Chair, my involvement was as overseer of the negotiation phase with respect to the technical aspects of the contract. I, there was a Value System drawn up which was approved at the various levels and as all evaluation, including the initial evaluation, the evaluation is done in terms of the Value System, not by perceptions and opinions of individuals, therefore we are at odds at ARMSCOR to refrain from giving personal opinions on this matter, I think inside the, not think, I'd like to state that inside the Evaluation Report for the engine the Project Team which included myself clearly pointed out all the matters to, for further decision making with respect to the result of the Value System, also a relevant risk, also the

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relevant additional cost or not, and I stand with what is written inside that report.

ADV SNYMAN: Thank you Mr Odendal. Can I ask you to turn to page 9 of your statement, paragraph 3.11. In your statement you have averred to contractual guarantees that can sufficiently cover this risk. Can you clarify exactly what you meant by “sufficiently covered by contractual guarantees”?

MR ODENDAL: Yes Chair, I can. Basically the main concern was related to the impact should the engine perform/not perform. The guarantee that was eventually negotiated into the contract was, and I am not able to necessarily explain or record all of them just off the cuff but I can give you the most important and succinctly ones. The one was with respect to should this engine not achieve its time between overhaul, in this type of engine what you typically have after 3 000 or 4 000 hours the engine need to be overhauled, so we included a guarantee inside the contract after negotiations that should the engine not achieve the contracted 3 000 hours between overhauls that the Air Force will only pay for that overhaul cost proportionally.

There was also furthermore a concern that the engines, because it's a new engine, might not be as a reliable as predicted and promised in the contract, therefore we got the guarantee from the supplier that should the engines be not reliable, that they would supply free of charge additional spare

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parts to be available on the respective basis, Air Force basis so that those items can be replaced should the availability of the aircraft is impaired due to unreliable engines, and there is a number of others, so that's in essence the two most important
5 ones.

ADV SNYMAN: So Mr Odendal then this seems to suggest the South African State and the South African Air Force in particular would be protected from these risks by contractual guarantees entered into with Agusta and/or Turbomeca, is this
10 correct?

MR ODENDAL: That is correct Chair, and if I may add to the benefit of, or mainly for the benefit of the Commission that these risks technically as well as timescale has not materialised in the end, although the engines did take longer to
15 develop, it did not impact on the delivery of the aircraft due to other delays experienced as explained in my testimony, it did not impact at all on the Air Force.

ADV SNYMAN: Thank you. If I can now ask you to turn to page 27 of the document bundle which we have provided today.
20 Chair, to clarify this document is an extract from the draft auditor-general's report into the SDPP and it is attached to our client's submissions. Mr Odendal, could you please read par...

ADV SOLOMON: Chair, if I might, I'm not sure what status a draft report of the attorney general has and whether it's fair to
25 put to Mr Odendal extracts from a report that's simply a draft,

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it would be very unfair for him to have to comment on something that hasn't been officially released, its authenticity is unknown. I would submit questions taken from the draft report and put to Mr Odendal would operate unfairly upon him,
5 so we object.

CHAIRPERSON: Ms Ramagaga, before I go to the (indistinct) raised?

MS RAMAGAGA: Right, thank you Chair. I'd just like to bring it to the attention of the Chair and Commissioner Musi
10 that this draft report is actually, at the bottom it's written: "Draft : For Discussion Only". Now I'm just adding on to the issue of the status of this report, it says: "Draft: For Discussion Only". Maybe it would help for my learned friend to try and clarify as to why this is, she intends using this and
15 what draft is it, draft 2, draft 3, is it draft 4 and why do you use a draft that is drawn "For Discussion Only" and you want to use it to cross-examine a person who might not have been part of the drafting team of this document?

ADV SNYMAN: Chair, this version of the Draft Auditor-
20 General's Report has been submitted in our clients' submissions to this Commission and is before all the Evidence Leaders. Our clients will be relying on it heavily in their own evidence when they testify before this Commission, in fact for the very purpose of pointing out the differences between this
25 draft report and the final report that was issued and we will be

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making submissions on those differences in their evidence as well. Now I also just wish to point out that the Draft Auditor-General's Report was put by Paul Holden to Mr Vermeulen when he was cross-examined and it was allowed at that stage. I also

5 wish to point out that in our view as we are not in the position to lead the (indistinct) evidence before the Commission and also in light of the fact that our clients have not had the opportunity to meet with Evidence Leaders that the burden so to speak in having this Draft Auditor-General's Report before

10 the Commission would rest probably on the Evidence Leaders before the Commission because of its vital role in assisting the Commission and I would submit that in as far as putting these documents to these witnesses concerned, if there are any objections to the content they should (indistinct).

15 CHAIRPERSON: To be honest with you I don't quite understand what you are saying to me. I'm not quite sure how, what does this document which it is said it's a draft, has got anything to do with the Evidence Leaders. You are now saying that your client has never had a chance of consulting with the

20 Evidence Leaders, even if he had that chance I'm not quite sure how was it going to help you as far as this document is concerned. Then secondly you are not answering the question, Ms Ramagaga raised an issue why she's objecting, Advocate Solomon raised, told us exactly why he's objecting and you

25 haven't addressed those two issues, instead you address other

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issues which are totally irrelevant to the present discussions.

ADV SNYMAN: Chair, if I may respond, as far as I'm aware this is the final draft before the final report and as to what I was attempting to explain about the role of this draft report being properly placed before the Commission, it is our view that because it has been attached to our client's submissions and because they had made it apparent that they do intend relying on these documents during their own evidence the point that I'm trying to make is were they or had they been able to meet with Evidence Leaders to convey the importance of this draft report it is our view that this would already be a document that would be properly before the Commission for consideration because of how vital it is going to be to the evidence.

CHAIRPERSON: Maybe let me (indistinct), I'm not seeing this document for the first time, we have seen it many times, but now then the fact that we have seen a document, it doesn't mean that that document is admissible, (indistinct) principles applies in as far as the question of admissibility is concerned But then two; Ms Ramagaga says that this document, clearly at the bottom thereof it says "A Draft for Discussion Only" and you want to give me a guarantee that this was a final draft, unless if you are prepared to give evidence about that and (indistinct) this document I'm not going to allow you to use it to cross-examine this witness.

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ADV SNYMAN: Chair, if I may request then that this document be provisionally admitted pending our clients giving their own evidence for the admission of this document so that they will talk to its authenticity and authority.

5 CHAIRPERSON: Were your clients party to the drafting of this document, will they be in a position to tell us whether this draft which comes from them, people who purportedly drafted the document, whether they were present when this document was drafted?

10 ADV SNYMAN: Chair, I know our clients were not part of the drafting of these documents. As per your other questions I'm afraid I would have to take instructions on those.

COMMISSIONER MUSI: Can I say something? I just want to say that I really do not know whether the questions you want to pose in relation to this will serve any purpose really because the decision to award, to select Turbomeca instead of Pratt & Whitney was not taken by this witness, this witness says that they pointed out the risks that were involved in the Turbomeca engine and somebody else decided to select the Turbomeca engine rather than the other, so I don't know this, and I've read this document, I don't know how relevant is it to this witness and his testimony in particular. And probably there will be people who are involved in the selection of the Turbomeca; those would be the correct people to take issues with.

25 ADV SNYMAN: The point that we'd be trying to make

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through this line of questioning and also through quoting from this draft report to this witness is to show that there were views apart from those of our clients but in fact in the authors of this draft report which (indistinct) to make it into the final reports that actually apart from these contractual guarantees that were stated to absorb the risk there were far greater risks to the taxpayer and to South Africa.

CHAIRPERSON: Do you know reasons why this portions that you want to refer to didn't make it into the final report?

10 ADV SNYMAN: We cannot categorically state that but we would draw inferences and that would be part of the submissions and evidence that our clients will be leading in phase 2 that would be evaluating to 1.5 of the Chairman's reference and their concerns around that.

15 CHAIRPERSON: Is it possible that the drafters of this report, of the final report were not in agreement with these views which were ultimately not to make it into the final report; is that one of the possibilities?

ADV SNYMAN: I'm afraid we can't speculate on that?

20 CHAIRPERSON: Therefore I'm not going to allow you to cross-examine this witness on the basis of this document.

ADV SNYMAN: Thank you. Chair, if you will just bear with me. Mr Odendaal are you aware of precisely what commitments were entered into between Turbomeca and Odendal?

25 MR ODENDAL: Chair, for both engines the Pratt & Whitney

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and the Turbomeca there was ... Chair, for both of the proposals from Pratt & Whitney and Turbomeca there was Defence Industrial Participation as well as National Industrial Participation applicable. On, as respect to the main contract
5 with respect to the helicopter it does not specify exactly what the contractual arrangement between other parties may or may not be. Now in this case to assist the Commission of course in the case of the Defence Industrial Participation and National Industrial Participation of which I'm not giving testimony on
10 because I'm not the suited person to do that, the best suited person to do that, I would rather propose that such a question should be addressed to the right addressees.

Of course we all know that subsequent to this awarding of the tenders, that Turbomeca France did buy a
15 share in the Odendal subsidiary called at the time Odendal Air Motive and today is operating a company which is called Turbomeca Africa as the major shareholder in the-then Odendal Air Motive as applicable; I hope that is of assistance Chair.

ADV SNYMAN: Thank you. Mr Odendal during your
20 testimony you indicated that they have no direct relationship between the end user or the South African State and subcontractors in the Light Utility Helicopter contract, instead Agusta alone entered into contracts with subcontractors as the primary contractor for the Light Utility Helicopter. Who put it
25 to you that this suggests that there were contractual

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obligations or at least semi-binding commitments between Turbomeca, a subcontractor and a South African State via Odendal? Would you like to comment?

MR ODENDAL: I apologise Chair, but if the question can
5 just be rephrased to be clearer to me, I'm not exactly sure what I'm supposed to respond to.

CHAIRPERSON: I'm sorry Advocate Snyman, can I suggest
that your questions be short, to be honest with you I didn't
quite understand the question that you were putting to the
10 witness, and I think it's too long a question. Can you try and make them as short as possible so that there shouldn't be any misunderstanding?

ADV SNYMAN: Thank you. Firstly I would just like to
remind you Mr Odendaal that during your testimony you
15 indicated that there was no direct relationship between the end user or the South African State and its subcontractors in the Light Utility Helicopter contract. You gave evidence that instead Agusta alone entered into contractors with the subcontractors as the primary contractor for the Light Utility
20 Helicopter. Now the question that I have, or at least what I wish to put to you is that there was suggestions that there were contractual obligations or at least semi-binding commitments between Turbomeca, a subcontractor, and the South African State via Odendal, I'd like you to comment on that.

25 MR ODENDAL: Chair, that is true but if can remind you

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ARMSCOR is the contracting authority on behalf of the Department of Defence, so Agusta was contracted as the only and single main contract fully, contractor fully responsible for certain deliverables that in the case of Defence Industrial Participation and even may also be in the case of National Industrial Participation. Of course there are many other entities that may or may not have been contracted by, due to that obligation with respect to Industrial Participation. I don't think there's any preclusion because ARMSCOR has a contract with the overseas supplier, that that supplier is not allowed to enter into agreements with other contractors in South Africa, including companies like Denel which is state-owned.

ADV SNYMAN: Mr Odendal, we put it to you that rather exceptional steps were taken to include Turbomeca as a subcontractor in the Light Utility Helicopter contract. Do you have any comments as to why this would be the case?

CHAIRPERSON: I'm sorry, I don't quite ..., and to be honest with you I don't understand that question. I'm not saying that if at all the witness understands it maybe he can answer it. Do you understand the question Mr Odendal?

MR ODENDAL: Chair, I have to apologise but if the question can just be repeated I was able to answer it but I've lost a bit of the track and I just want to make a hundred percent sure that I answer it a hundred percent correct.

ADV SNYMAN: Thank you Mr Odendal. We put it to you

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that rather exceptional steps were taken to include Turbomeca as a subcontractor in the Light Utility Helicopter contract; can you comment on why this would be the case?

MR ODENDAL: Chair, my witness statement is about the
5 portion that I've been involved with, this is with respect to in
the case of the engine, the evaluation of the overall
responsible for the technical evaluation and the, for the
contractual arrangements with respect to the engine with the
main contractor, so if there is exceptional steps that have been
10 taken I don't think that it is correct that I should testify about
that, I can testify about the evaluation that was done with
respect to the Military Figure of Merit and the outcomes of
that, I can also testify on the programme level with all, with
respect to all the issues surrounding the technical and
15 financial matters with respect to the engine, but what I can say
that my involvement did not involve any extraordinary steps
from me or the Integrated Project Team to contract or not
contract Turbomeca.

ADV SNYMAN: Thank you Mr Odendal. If I can ask you to
20 now turn to page 3844 of the transcripts from the
21st of November. Once you have page 3844 I'd like to take
you to lines 14 to 25. Mr Odendal to refresh your memory this
was your comment on the claim that ARMSCOR did not in fact
nominate subcontractors in the SDPP and particular in relation
25 to the Light Utility Helicopter. Could you please read from

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lines 14 to 25 starting at "Chair,"?

MR ODENDAL: I read on page 3844 line 14:

5 *"Chair, ARMSCOR has not placed [sic] subcontractors, selected subcontractors directly and place [sic] contracts directly on them due to the responsibility that that would have implied onto ARMSCOR as prescribed earlier today. I don't fully agree with the last sentence of this statement which says: 'ARMSCOR did in fact nominate and select*
10 *subcontractors for the supply of the engines for the LUH'. I don't think it's correct to say that ARMSCOR nominated, in this case ARMSCOR were given the option to choose between two different engines which we did, but we have not nominated*
15 *that, it was something that was part of the initial offer of the contractor and we exercised our right to opt for one specific one after all the facts were on the table about the two options".*

ADV SNYMAN: Thank you Mr Odendal. You appear in
20 your testimony to draw a distinction between the idea that ARMSCOR nominated a subcontractor and ARMSCOR selected a subcontractor. Can you explain this distinction?

MR ODENDAL: Yes, if I recall correctly the nominated was
25 from the document that came through, so that was actually not my creation, so but in any way to highlight or to try to explain

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what I tried to say is that this was not a nomination of a subcontractor, the initial proposal provided for the option to select between three different engines of which the two in this case was the Pratt & Whitney 207 and the Turbomeca 2K2 and the selection was following an offer inside the original offer from Agusta to choose between these engines and so therefore I don't think that the word "nomination" is applicable, we did not nominate them, we had the option in terms of the contract to select between the two engines.

10 ADV SNYMAN: Mr Odendal I'd like to put to you that if ARMSCOR and the Department of Defence had not intervened in the selection of this subcontractor Agusta would have preferred to supply the Pratt & Whitney engine or more to the point if the South African State had not intervened Turbomeca would not have won this tender, would you agree?

15 MR ODENDAL: I would like to repeat from my previous statements last week where I said that Agusta recommended the Pratt & Whitney 207 if we had to choose between the two more powerful engines due to the risk and the, and other factors as mentioned last week, however, they were very, very clear in their Tradeoff Study Report that it's up to ARMSCOR to decide, ARMSCOR and the DoD what engine they prefer, provided that the additional cost is borne by the client and not Agusta.

25 ADV SNYMAN: Chair, can you just bear with me, I'm

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trying to remove references to the Draft AG's Report. Mr Odendal, can you confirm whether all members of the Helicopter Project Control Board were informed of the results of all evaluations conducted regarding the relative limits of the Turbomeca and Pratt & Whitney engines?

MR ODENDAL: Chair, I can confirm that I personally presented the outcome of the evaluation results with respect to the Military Figure of Merit and the details thereof as well as the risks and the cost impacts as per the final report, Evaluation Report that I presented to the Commission last week. With respect to the Military Figure of Merit I must confirm that they were fully informed of all the impacts. I'm not here to testify as again about the DIP and the NIP and I don't want to, I think that should be left for the appropriate person to answer.

ADV SNYMAN: Thank you. Now I'm going to move on to a different line of questioning, in particular the involvement of Futuristic Business Solutions in the Light Utility Helicopter contract. Mr Odendal, are you aware that Futuristic Business Solutions was contracted as a subcontractor of Agusta's in the Light Utility Helicopter contract on the 19th of January 2000?

MR ODENDAL: Chair, as said before ARMSCOR did not have, do not have insight with respect to contracting arrangements between the main contractor and their subcontractors, so we cannot testify if and when they were

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contract, what we do know in order to assist the Commission is that Futuristic Business Solutions was a listed supplier inside the main contract there, but as to when, and if they were eventually contracted I cannot speculate on. Chair if I may
5 add, also of course I tried to say that but we have no insight into such, if such contract existed into the terms of such contract naturally.

ADV SNYMAN: Chair and Mr Odendal, can I refer you to page 29 of our documents bundle. To confirm, this document
10 was submitted by Andrew Feinstein and Paul Holden as Annexure "LL" to their joint submission, this document was originally sourced from Feinstein and Holden from records of the Shabir Shaikh corruption trial where it was submitted as Exhibit "JDP1". The document confirms the initiation of an
15 investigation by the Directorate of Serious Economic Offences into Corruption and Engagements related to the Arms Deal. It is signed by Leonard McCarthy, director of the Directorate. Mr Odendal, can you please read paragraph 1 and paragraph 1.3 ...

CHAIRPERSON: Just hold on, before you go there. You
20 say this document was signed by who and who?

ADV SNYMAN: It was signed by Leonard McCarthy.

CHAIRPERSON: I don't seem to see anywhere where he signed here because you have given me only two pages here.

ADV SNYMAN: Chair, the signature appears on page 28.

25 CHAIRPERSON: Page 28?

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ADV SNYMAN: No I apologise, 31 at the bottom.

COMMISSIONER MUSI: 31, there it is.

ADV SNYMAN: Mr Odendal, can you please read paragraph 1 on page 29 and paragraph 1.3 on page 30.

5 MR ODENDAL: I read from paragraph 1:

10 *“Whereas I have reason to suspect that specified offences as intended by the Act of fraud and/or corruption in contravention of Corruption Act 94/1992 have been committed or are being committed, or that attempts were made or are being made to commit such offences arising out of the Armaments Acquisition for the Department of Defence involving the prime bidders, contractors in terms of which certain contracts and/or*
15 *subcontractors for the supply of armaments were concluded and more specifically in respect of the following contracts and subcontracts”.*

I continue to read from page 30 paragraphs 1.3:

20 *“Turbomeca as a subcontract of Agusta (Indistinct) SPA for the supply of engines for the Light Utility Helicopter programme”.*

ADV SNYMAN: Thank you Mr Odendal. Can I now ask you to read paragraph 2 also on page 30 into the record.

25 ADV SOLOMON: Sorry Chair, before, and Commissioner Musi, before the witness does I'm not sure what value there is

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in having him read a document which he has no knowledge clearly, he's not the author of, he's not the recipient, we can all read it, there's no basis established why this witness should be asked to read passages from a document of which he has no
5 knowledge. If there's a question about this document I'd like to hear the question, I'm ready to object if there is anything objectionable in the question but I see no value in asking this witness to deal with the document he has no knowledge of.

CHAIRPERSON: Advocate Snyman, do you want to respond
10 to that?

ADV SNYMAN: Yes, thank you. The question which we would ultimately be asking Mr Odendal is whether Futuristic Business Solutions did in fact provide ...

CHAIRPERSON: Ms Odendal [sic], just hold on, there was
15 an objection by Advocate Solomon, I wanted to find out if at all we have a response to what he's objecting to. If at all you agree with him then you can move to a point of asking the witness questions directly without asking him to read this document.

ADV SNYMAN: But the purpose of reading this document
20 is to give this witness the background so that we can ask this pointed question, I'm not sure how other to phrase it than to explain what the question is that we're leading up to.

CHAIRPERSON: Is it possible to go straight into the
25 question now?

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ADV SNYMAN: I can try to do so, I'm nervous so that the context then won't be clear. Mr Odendal, are you aware of whether Futuristic Business Solutions did in fact provide logistic services related to the Light Utility Helicopter contract?
5

MR ODENDAL: Chair, as I said earlier Futuristic Business Solutions was a listed subcontractor in the main contract between ARMSCOR and Agusta, as to whether they did or did not provide services I cannot testify to because I do not know.

10 ADV SNYMAN: Thank you Chair, we have no further questions.

CHAIRPERSON: Advocate Solomon, how long is your re-examination going to be more or less?

15 ADV SOLOMON: About two or three minutes Chair, Commissioner Musi.

CHAIRPERSON: Only?

ADV SOLOMON: Only. There are just two issues I want to deal with.

20 CHAIRPERSON: I'm going to hold you to three minutes. Okay, you can start.

ADV SOLOMON: Thank you.

RE-EXAMINATION:

25 ADV SOLOMON: If you could just go to your witness statement bundle Mr Odendal. You were asked about the reduction of the number of Light Utility Helicopters that took

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place from the initially contemplated 60 to 30, do you recall?

MR ODENDAL: I recall Chair.

ADV SOLOMON: And you mentioned that in the RFO it was foreshadowed, and when I say the RFO, the request for final offer document that related to the acquisition of the LUH, you referred to that document, do you recall?

MR ODENDAL: I recall Chair.

ADV SOLOMON: Could I just take you to page 165.

CHAIRPERSON: Page 165 of which bundle?

10 ADV SOLOMON: Chair, Commissioner Musi, its Mr Odendal's Witness Statement bundle. Page 165.

CHAIRPERSON: Thank you.

ADV SOLOMON: Do you have it Chair, Commissioner Musi?

COMMISSIONER MUSI: Yes.

15 ADV SOLOMON: Could you just read out 4.10.3.1 and then 4.10.3.2 on that page?

MR ODENDAL: Chair, I read from page 165 paragraph 4.10.3.1:

20 *"A price should be quoted for item 3, Manufacture and Supply of the LUHs, of Table 4.4 on page 36 of this RFO, should the quantity decrease to fifty units. (Items 1 to 2 and 4 to 13 should be regarded as unaffected).*

43.10.3.2:

25 *"A price should be quote for item 3, Manufacture*

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and Supply of the LUHs, of Table 4.4 on page 36 of this RFO, should the quantity decrease to forty units. (Items 1 to 2 and 4 to 13 should be regarded as unaffected).

5 ADV SOLOMON: Is this what you were referring to the in the RFO in your evidence under cross-examination?

MR ODENDAL: That is correct Chair, but I also refer to the Evaluation Report that did make the comparison in the prices which was the result of the responses to these two
10 particular paragraphs in the RFO.

ADV SOLOMON: Perhaps I was unclear in my question but I mean in regard to the RFO this is what you were referring to?

MR ODENDAL: Yes Chair, Commissioner Musi.

ADV SOLOMON: Could we just go to page 36, typed page
15 36 table 4.4 which we find at page 168, would you confirm that that is the table being referred to in both of these sub-paragraphs of 4.10.3? You will see at the top Chair and Commissioner Musi if you have page 168 it says Mr Odendal:

20 *“Table 4.4 Quoted Prices for LUH System Acquisition Elements”.*

MR ODENDAL: Chair, I can confirm, in other words if you look at the table item 3, the price of item 3 which refers to the quantity of the helicopters and the prices required for that is the one that should be from 60 to 50 to 40 prices quoted for in
25 the table.

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ADV SOLOMON: And we have items 1 to 2 there, I'm not going to ask you to read them out, they're self-explanatory, and then 4 to 13 which are to be regarded as unaffected, is that correct?

5 MR ODENDAL: That is correct Chair.

ADV SOLOMON: Is it then safe to state Mr Odendal that respective recipients of the RFO would have been aware that the quantity could change from 60 to 50, to 40?

MR ODENDAL: That is correct Chair.

10 ADV SOLOMON: Then just finally on another aspect you were asked about the, who the main contractor was and the responsibility regarding the appointment of subcontractors. Would you just go in the same document a few pages back at page 155 paragraph 4.1.2, the foot of that page, do you have
15 it? Do you have it Chair, Commissioner Musi? Could you just read the 4.1.2 and then I'm going to also take you to a few sub clauses over the page, but won't ask you to read them out.

MR ODENDAL: Chair, I read from paragraph 4.1.2:

20 *"Your company, if it is selected as main contractor, shall enter into an agreement with ARMSCOR for the supply of an LUH system and directly act in the capacity of main contractor".*

ADV SOLOMON: Was that what ultimately occurred *visa vie* Agusta who was initially the preferred bidder and then the
25 ultimate contracting party with ARMSCOR?

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MR ODENDAL: I confirm Chair.

ADV SOLOMON: And then over the page at 156 we have clause 4.1.4 and 4.1.5, perhaps for complete sake, I did say I wouldn't ask you to read them out but perhaps you could just
5 read them out for the record, both 4.1.4 and 5.

MR ODENDAL: I read from 4.1.4:

*"There shall be no constraints that your company and/or government impose on cooperation with South African defence industries, or on the supply
10 and utilisation of the intended defence matériel to ARMSCOR and/or the South African national Defence Force and/or the South African Government".*

Paragraph 4.1.5:

*"The main contractor shall be the single point of
15 responsibility for all aspects of the programme".*

ADV SOLOMON: Can you just comment on those two subparagraphs?

MR ODENDAL: Chair, Commissioner Musi, this is standard
20 practice if you deal with such a complicated system to have a single contractor responsible to deliver a complete system in order to have clear responsibility so that one will not, cannot enter into the situation that the main contractor or contractors can claim the other party to be responsible for the delay for
25 which there's many examples if this is not being executed in all

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over industry as to the problems that arise from not keeping a single party responsible.

ADV SOLOMON: And in their capacity Agusta's main contractor, was it open to them to appoint the various subcontractors?
5

MR ODENDAL: Yes Chair, they were free to appoint who they want and we have not objected to any particular contractor included in their list of suppliers, subcontractors.

ADV SOLOMON: Thank you Chair, Commissioner Musi; I think that was three minutes and about 20 seconds, but I've no further questions.
10

CHAIRPERSON: (Indistinct) going over your three minutes by 20 seconds. Mr Odendal you are excused thanks a lot for assisting the Commission. Thank you.

MR ODENDAL: Thank you Chair.
15

MS RAMAGAGA: Chair, the next thing that we're required to do would be for Mr Mphaga to hand up documents that he had promised during the presentation of the evidence of Mr Ferreira. You will remember as he was presenting evidence he kept on making an indication that some of the documents have not been declassified and some of the documents ought to have been accessed. Now he has been able to access the documents, full reference was made to those documents during the presentation of the evidence and what he seeks to do is to hand up the documents with an indication as to which ones are
20
25

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highlighted, and maybe the best person to can explain himself would be Advocate Mphaga himself Chair. Thank you.

ADV MPHAGA: Thanks Chair, Commissioner Musi. Yes, as indicated during the evidence of Mr Ferreira and also during
5 the re-examination reference was made to minutes of Ukhozi and also of the AAC and the documents themselves were not submitted to the Commission, we therefore are asking leave to submit those documents, they will therefore form part of the bundle, one from page, the last bundle, bundle 2, page 751 to
10 852.

CHAIRPERSON: I think we are going to take a tea break and when we come back, I see Advocate Mphaga is here, I'm sure he'll be in a position to tell us what is the position with Mr Nortjé. We will adjourn for tea.

15 **(Commission adjourns)**

(Commission resumes)

CHAIRPERSON: Ms Ramagaga.

MS RAMAGAGA: Thank you Chair. Advocate Lebala will address the Commissioners about the next witness to be called

20 ADV LEBALA: Chairperson, Commissioner Musi, thanks for recognising us and we are indebted to Ms Ramagaga for giving us some airtime. The appropriate way to deal with it, I would like senior colleague Solomon to kick the ball so that it should roll and we'll play thereafter, he's better qualified once
25 again Chair, Commissioner Musi. You'll appreciate after he

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has laid the foundation where we come in. We know that at this stage you are interested in knowing and being updated about the witness Mr Fritz Nortjé who has to testify about the frigate acquisition, that is that part of the combat suite. Now
5 I'm giving over to Mr Young. I beg your pardon, I'm giving over to senior colleague Solomon and the temptation is to say I'm giving over to Mr Young is because he shares a surname with Richard Young who is going to be the last component of the discussion (indistinct) in as far as this stage of the
10 Commission is concerned Chairperson and Commissioner Musi.

ADV SOLOMON: Thank you Chair, Commissioner Musi. In regard to Mr Nortjé he has since I last addressed the Commission been actively involved in accessing the information and documentation that Mr Young has required, but not just
15 simply at the behest of Mr Young but also in an attempt to assist my learned and good friend Mr Lebala in the leading of the evidence of Mr Nortjé.

We have received bulletins from him almost weekly or biweekly giving us lists of documents that he has so far
20 been able to access, also problems that he's been encountering in accessing those documents. For example in some of the dispatches that I've seen addressed to my instructing attorney and copied to myself in emails he complains that there is no real consistent indexing system and documents have been
25 taken out and then not put back into the files where they

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should be, so it's a painstaking process, but he's making good progress and he has located not all, but most of the documents, but I don't believe that that task will be completed by the end of this week coming, although he's relieved to state
5 that he end is nigh and he is in a position to say that the task will be completed before the end of this present month.

From our perspective we have suggested that the Evidence Leaders perhaps have a meeting with Mr Nortjé to see what progress he's been able to make and satisfy themselves
10 as to what documents are relevant so that we don't overburden the Commission or the record and in that regard I would suggest that some value judgement be brought to bear on what documents are placed before yourself Chair and Commissioner Musi.

15 I also become aware that there may be a request from the DOD legal representatives that Mr Young himself be requested to produce a discovery affidavit and go on oath as to what documents he has in his possession, it's one of the powers that this Commission does have to direct a potential
20 witness or a witness to discover documents.

It would seem from some of the interaction and the emails that I've been privy to that Dr Young does appear himself to have certain documents, so he may be able to be himself with assistance to the Commission in indicating
25 precisely what documents he has, but again I want to

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emphasise that the process that's taking place is not simply at his behest, it's an exercise that the Evidence Leader has asked Mr Nortjé to assist the Evidence Leaders in producing these documents, but it's not just simply a matter of going into an archive room and accessing the documentation, he's literally been at this task, I think it's ... One's lost track of time Chair and Commissioner Musi, but I think at least for three weeks and he's not yet at the end but I don't want to quote Winston Churchill about the beginning, it's not quite the beginning, but it's near the end, but he says he'll be finished by the end of the month.

CHAIRPERSON: Advocate Lebala, will I be correct to say that apparently this was supposed to be your next witness and you have no other witnesses ready now who can be called to testify?

ADV LEBALA: Certainly Chair.

CHAIRPERSON: Particularly if one bears in mind that the intention was that we were going to sit only up to the end of November, so the question that I should be asking is, is there any witness who is available and ready to testify but who can finish his evidence by the end of this week?

ADV LEBALA: Chairperson, Commissioner Musi, we have directed a request by way of a memo to the Secretariat and we've been assured that he would delve and look into expediting the process that we should look at other witnesses.

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Please be rest assured that there are two significant witnesses who would have to complete the process. Just to apprise you of the names we are thinking of ...

CHAIRPERSON: Advocate Lebala, I am aware of that memo
5 but then the question is at the moment is there a witness who is ready to testify but whose evidence can be finalised before the end of this week besides Mr Nortjé?

ADV LEBALA: No Chair and we just wanted to qualify the
“why-part”, but no Chair. The precise response is no Chair, the
10 “why-part” is we wanted to satisfy ourselves with consulting again with some of the witnesses who we thought or would have wished to be ready sometime this week, we thought that we could pick one or two, but we realised that we are constrained as we can’t go and start leading their testimony without
15 completing the second phase of the consultations with them.

CHAIRPERSON: Thank you. I think the public hearings will be adjourned until next year. What we will do is that before the end of next week we’ll release a new programme and well obviously when we say the public hearings are adjourned until
20 next year doesn’t mean that the Commission is coming to a standstill, we’d still have to continue making preparations for the next phase of the public or the public hearings. I think a full programme should be released by the spokesperson sometime next week. Thank you, I think that’s all that we
25 wanted to say, we’ll adjourn.

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(COMMISSION ADJOURNS)