*JOHANNESBURG —The former CEO of Gupta-linked Trillian Management Consulting, Bianca Goodson, has dropped another bombshell on the Zupta empire by becoming a whistleblower.*[*According to her LinkedIn profile*](https://www.linkedin.com/in/bianca-goodson-806a652/?locale=de_DE)*, Goodson only worked at Trillian for less than 6 months. But she saw a lot in her time there and she resigned after realising that the company purely works on political connections to win business. Her evidence will be a*[*major blow to McKinsey*](http://amabhungane.co.za/article/2017-09-27-whistleblower-how-trillian-scored-big-by-connecting-officials-and-consultants)*as she highlights how the consultancy firm was well aware of its relationship with Trillian. What’s becoming further clear is that Trillian purely existed as a go-between, using its political connections to win lucrative state contracts. Once it won business, it was money for jam for Trillian – a company that had zero track record and which, in effect, did very little in the deals it has been involved in. A key protagonist in this drama is Gupta Lieutenant Salim Essa who only recently quit Trillian and sold his 60% stake in the company to Trillian Capital Partners CEO Eric Wood. Essa was a key dealmaker for government contracts. It’s looking increasingly unclear if McKinsey, in particular, can dig itself out of this hole. Meanwhile, Goodson has made her full statement and evidence public by publishing it on the*[*Platform for the Protection of Whistleblowers in Africa*](http://pplaaf.in/trillian-bg/)*(Pplaaf). You can read her full statement below. – Gareth van Zyl*

**By Bianca Goodson**

**1. INTRODUCTION AND PURPOSE**

* 1.1. This statement was originally prepared for the Portfolio Committee on Public Enterprises (“the Portfolio Committee”).
* 1.2. I volunteered to appear before the Portfolio committee on the 26 July 2017.
* 1.3. I provide the information contained in this statement voluntarily, with the purpose of assisting the various enquiries into ‘State Capture’. I am prepared to avail myself to answer any questions which the Portfolio Committee (or any sub-committee that may be established in the future) may raise in relation to the below information, to the best of my ability.
* 1.4. The statement details my tenure as CEO of Trillian Management Consulting (“TMC”). I am concerned by the fact that it has been reported in the media that TMC invoiced Eskom for millions of Rands. The reasons for my concern will become apparent from what I state below.
* 1.5. The statement reflects a factual narrative pertaining to my experience at TMC. While it is as thorough a statement as I can put forth, it comprises only a partial lens into the activities of TMC as the duration of my term of employment (of only 3 months) was limiting. Further, my systemic marginalisation by other key persons at TMC prevented a deeper knowledge of the company (and associated group of companies) and its activities. I qualify this statement accordingly.

**2. MY INTRODUCTION TO; AND EXIT FROM TRILLIAN**

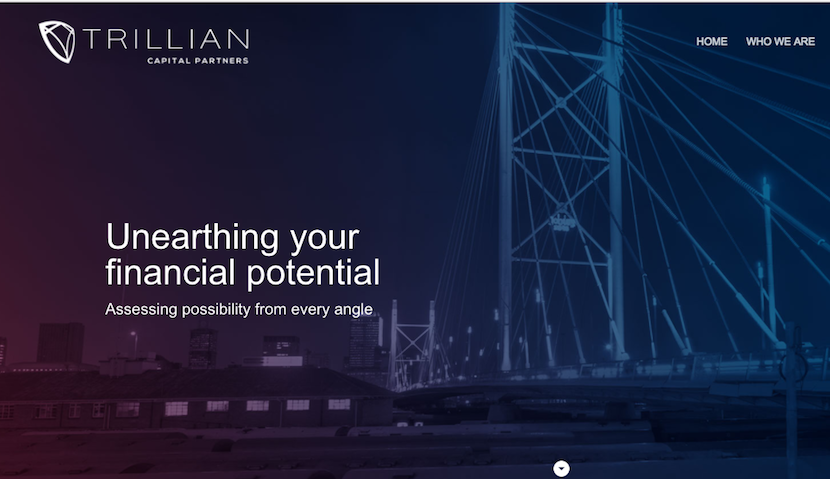
* 2.1. In October 2015, Clive Angel (“Angel”), then a director of Integrated Capital Management (“ICM”), approached me with the opportunity to be the CEO of TMC, a newly established venture within the larger group of companies, at the apex of which was Trillian Capital Partners (Pty) Ltd (“TCP”). ICM’s involvement in TMC is explained in CHAPTER 3 of this statement.
* 2.2. I accepted the offer in November 2015 and thereafter formally signed my employment contract on 17 November 2015. A copy of my employment contract is attached as ANNEXURE A. I officially commenced employment on 1 January 2016.
* 2.3. During my discussions with Angel and prior to my acceptance of the offer of employment, Angel told me that TMC had already secured work in the public sector to ‘increase efficiencies and service delivery’ and that it would become the leading South African Black Economic Empowerment (“BEE”) management consulting company, competing with the leaders in the industry, such as McK, Letsema and Accenture etc.
* 2.4. Hence, TCP was looking for ‘Black South African female Leaders’; to lead this new venture.
* 2.5. At the time, I felt honoured to have the opportunity to help address inefficiencies that could, if resolved, help my country progress.
* 2.6. I formally resigned from TMC on 19 March 2016, when it became clear to me that I had been misled about the objective of TMC and, it appeared to me, the reasons for my selection. A copy of my resignation, directed to Angel, is attached as ANNEXURE B.

**3. PEOPLE AT TRILLIAN**

This chapter aims to outline the various people that I interacted with at TMC and describes their roles as I was informed or interacted with them.

* 3.1. Integrated Capital Management (“ICM”)
  + 3.1.1. As mentioned in 2.1, my introduction to TMC was via Angel.
  + 3.1.2. ICM directors, as explained to me by Angel where at the time; Angel, Marc Chipkin (“Chipkin”) and Stanley Shane (“Shane”).
  + 3.1.3. Angel also told me that ICM was acting as an IPO – the objective being to assist in the establishment of the newly formed TCP and its subsidiaries. An organogram of TCP and its subsidiaries, as it was presented to me, is attached as ANNEXURE C
  + 3.1.4. With the objective of the IPO, Angel was the original CEO of TCP whilst the organisation was been established.
  + 3.1.5. As such, my employment contract is signed by Angel as CEO of TCP
  + 3.1.6. In the capacity of CEO of TCP Angel explained his position by saying that ‘Salim is the Boss’ who issues instructions to ICM and later; to Eric Wood (“Wood”). Wood is described in section 3.5.
  + 3.1.7. My role would be to take instructions from Angel, who disseminates the instructions from Salim Essa (“Essa”). Essa is described in section 3.4.
* 3.2. Clive Angel (“Angel”)
  + 3.2.1. Angel told me that Essa is the ‘Boss’ and that ICM executes his instructions.
  + 3.2.2. Angel was my direct manager. As such my experience at TMC differs from other employees in that:
    - 3.2.2.1. I did not transfer from Regiments Capital;
    - 3.2.2.2. I had no history with Wood;
    - 3.2.2.3. I was head-hunted by ICM;
    - 3.2.2.4. My reporting line was with Angel and not Wood, whilst other CEOs would report to Wood.
  + 3.2.3. I rarely received instructions from Wood.
  + 3.2.4. I communicated with Angel multiple times in the day.
  + 3.2.5. Angel told me that although Wood was good at generating revenues through his trading skills, Wood lacked the ability to structure and operate a business effectively. ICM brought me on-board to assist in this.
  + 3.2.6. Owing to my perception of responsibility of my new job, I asked Angel what their ‘Plan B’ was in the event I did not deliver. Angel said that Bobat was the ‘Plan B’. I further questioned Bobat’s position with TCP, to which Angel replied that Essa would look after people that were loyal to him.
  + 3.2.7. When point [3.19.6] realised, Angel referenced our conversation to highlight that promotion comes with loyalty.
  + 3.2.8. On the 2 February 2016, Angel called me asking me to come to the office to sign a few documents. I was home and traffic would make it impractical to drive to Melrose at that time. Angel said that invoices for our rented offices need signature for payment. I emailed through a jpeg of my signature.
  + 3.2.9. I later realised that the signature I sent to Angel, was used on invoices and formal letters without my consent.
  + 3.2.10. I often questioned Angel on the rationale behind certain actions [4.5, 4.7.2, 5.6.5]. His response was that ‘all businesses operated in this way – how do you think Investec or Anglo, became so successful?’ or; that I did not possess the entrepreneurial spirit to appreciate how business really worked.
  + 3.2.11. Angel knocked my confidence whenever I posed a difficult question, saying that I was not cut out for my responsibilities.
* 3.3. Stanley Shane (“Shane”)
  + 3.3.1. It has been mentioned in the media that Shane was not involved in TCP operations.
  + 3.3.2. I can confirm that Shane was operationally involved in management decisions, strategy compilation and dispute resolution within TCP. ANNEXURE D provides copies of some of these operational meetings.
  + 3.3.3. Shane, Wood, Chipkin and Angel commenced the process of business profile compilation for TCP on the instruction of Essa. More specifically, Essa was trying to find a chairperson for the TCP board. They passed this work onto me. The notes received from this meeting reflects the various views on company positioning, shareholding structures and company marketing.
  + 3.3.4. Shane’s involvement in the TCP group of companies is also evident from the fact that:
    - 3.3.4.1. He was a recurring invitee to all TCP EXCOs and MANCOs;
    - 3.3.4.2. Shane was included in the distribution of the minutes from these meetings;
    - 3.3.4.3. Shane was pivotal in attempting to resolve a dispute when a key employee resigned;
    - 3.3.4.4. Following my resignation, Shane left messages for me to contact him and resolve the matter; and
    - 3.3.4.5. In all my engagements with Essa, Shane attended.
* 3.4. Salim Essa (“Essa”)
  + 3.4.1. At my initial engagement with Angel, I was informed that Essa was a 60% shareholder of TCP.
  + 3.4.2. Essa was an additional signatory on my employment contract and my final interview for the position.
  + 3.4.3. My interactions with Essa included the following:
    - 3.4.3.1. I met Essa at his Melrose offices on numerous occasions specifically to discuss TMC’s work.
    - 3.4.3.2. During or about Week 50 2015 [6-12 December] and at Essa’s office, I was introduced by Essa to Abram Masango [Eskom Group Executive of Transmission] as Trillian’s representative.
    - 3.4.3.3. On one occasion, I arrived at a meeting early. Essa, Shane, Angel and Chipkin were meeting with Sagar. They were discussing the work at Eskom and Transnet. [ANNEXURE D]
    - 3.4.3.4. Essa would arrange meetings between myself and Matshela to discuss the barriers TMC and E-gateway were experiencing with Eskom. The first meeting of this type was arranged for 10 February 2016 through Shane’s executive assistance. [ANNEXURE AB]
    - 3.4.3.5. Essa consistently gave me assurance that if I encountered any resistance in doing my work, he would remove it.
    - 3.4.3.6. Essa requested my feedback on engagements at Eskom with McK. I sent through the minutes in ANNEXURE X. The issues were promptly addressed in that Sagar called and apologised shortly after Essa received the note, and the meeting with Matshela was arranged to address these issues.
* 3.5. Eric Wood (“Wood”)Eric Wood.
  + 3.5.1. From the initial discussions with Angel, I was informed that TMC would be ‘inheriting’ about 50 employees from Regiments Capital on 1 March 2016
  + 3.5.2. Angel described that this ‘inheritance’ was due to a separation of Regiments Directors whereby Wood would join TCP as CEO.
  + 3.5.3. Angel said that Wood’s transfer to TCP would include a portion of current Regiments contracts and human capital.
  + 3.5.4. Wood and Mahommed Bobat (“Bobat”) were present at my first interview with Angel.
* 3.6. Mark Pamensky (“Pamensky”)
  + 3.6.1. In December 2015, Pamensky was introduced to me as the CEO of Trillian Capital Properties [identified in the organogram in ANNEXURE C].
  + 3.6.2. In January 2016, Pamensky asked me to review his CV as he was applying for a Board position. He did not inform me which board the position was for.
  + 3.6.3. We shared offices in Melrose Arch and in those early days, Pamensky attended TCP management meetings.
  + 3.6.4. On the 21 January 2016, Wood called a meeting for all TCP senior management. The meeting was held at the offices in Melrose Arch and attendees included Pamensky, Bobat and others. Before the meeting commenced, Pamensky was discussing work on the Transnet property portfolio with Wood. [ANNEXURE E].

Mark Pamensky

* + 3.6.5. Later in January 2016, Angel told me that TCP would no longer have a properties division. Pamensky was seen less frequently in the office.
* 3.7. Ashok Narayan (“Narayan”)
  + 3.7.1. I was introduced to Narayan on 29 January 2016 by Emmally and Choubey.
  + 3.7.2. Angel told me that he was Essa’s legal advisor.
  + 3.7.3. When I was questioned by the Directors of E-Gateway on pertinent financial aspects of the Eskom work that I did not have answers to, the directors would take a walk up to Essa’s office and have a discussion with Narayan. They typically returned with the clarity required and which I was not privy too.
  + 3.7.4. The amaBhungane article on 8 December 2016 suggests that Narayan was as the centre of money laundering through a company called ‘Homix’.
* 3.8. Hamza Farooqui (“Farooqui”)
  + 3.8.1. In informal discussions with the directors from OW, I was informed that Farooqui arranged introductions of prospective partners, to Essa. All these meetings take place in Dubai. One such introduction was OW.
  + 3.8.2. On 11 January 2016, Wood invited my COO and I to attend a dinner with Gary Pita, Farooqui and two Directors from OW Dubai to discuss potential work for OW with TMC as the supplier development partner at Transnet. Farooqui was included in all future correspondence between TMC and OW. [ANNEXURE F]
  + 3.8.3. Farooqui provided the motivation letters required by the E-gateway consultants to obtain visas into South Africa. [ANNEXURE F]
  + 3.8.4. In an article by the Mail & Guardian in March 2017, I learned of Farooqui’s relationship with Essa in trying to buy a bank.
* 3.9. Santosh Choubey (“Choubey”)
  + 3.9.1. In December 2015, Angel arranged that I meet the Directors of Cutting Edge Commerce as they were appointed as sub-contractors to TMC for the Procurement work stream at Eskom.
  + 3.9.2. I met Choubey at the meeting and he introduced himself as a Director of Cutting Edge.
  + 3.9.3. Choubey’s email address however, suggests that he was employed by Sahara Systems.
* 3.10. Althaaf Emmally (“Emmally”)
  + 3.10.1. As with Choubey, Emmally introduced himself to me as a Director of Cutting Edge
  + 3.10.2. Our correspondence was limited to the scope of the procurement work stream at Eskom
  + 3.10.3. In December 2015, I was arranging an introduction meeting between TMC stakeholders and McK. Emmally was invited to attend the meeting for Claims, scheduled on 4 December 2015 at 07:30 in Morningside. In a phone call prior, he declined the meeting, stating that he and Choubey were busy with negotiations to purchase Tegeta.
  + 3.10.4. At the time, Emmally’s statement had no relevance to me.
* 3.11. Javed Khan (“Khan”)
  + 3.11.1. On the 7 December 2015, Angel had arranged a meeting for me to meet the Directors of E-Gateway. E-Gateway was the nominated subcontractor to TMC for the Generation work stream at Eskom.
  + 3.11.2. The meeting was held at ICM offices and at that meeting, I met Khan a Director of the company based in Dubai.
  + 3.11.3. My interactions with Khan started with the Generation work stream at Eskom, but later increased included the Duvha boiler replacement project. [ANNEXURE P and P.1]
  + 3.11.4. When Khan arrived in South Africa, he was chauffeured to and from meetings by a man who later told me that he was Farooqui’s brother. This man attended in all my meetings with Khan.
* 3.12. Atul Mishra (“Mishra”)
  + 3.12.1. I met Mishra at the same meeting as Khan on 7 December 2015. He introduced himself to me as a Director of E-Gateway.
  + 3.12.2. Mishra was included in many email correspondences from Khan.
* 3.13. Tebogo Leballo (“Leballo”)
  + 3.13.1. Leballo was the CFO of TCP as from 1 March 2016.
  + 3.13.2. He transferred from Regiments to TCP.
  + 3.13.3. He informed me on 16 March 2016, that Minister Gordhan would be replaced as Finance Minister.
  + 3.13.4. Leballo, together with Chipkin, handled all financial aspects of TCP and its subsidiaries.
  + 3.13.5. Leballo generated all invoices for the company.
* 3.14. Vikas Sagar (“Sagar”)
  + 3.14.1. I met Sagar sometime between the end of November – beginning of December 2015.
  + 3.14.2. Angel introduced Sagar to me as a Director for McK who oversaw the Eskom Top Engineers Programme.
  + 3.14.3. I worked very closely with Sagar and his team on matters relating to Eskom.
  + 3.14.4. Sagar was supported by another McK Director, Dr. Alex Weiss.
* 3.15. Bernhard Hartmann (“Hartmann”)
  + 3.15.1. I was introduced to Hartmann on the 11 January 2016 by Wood at Regiments Capital as a Director of OW Dubai.
  + 3.15.2. Wood explained that Essa had arranged for OW to be the preferred consultants to work at CoGTA and Transnet.
  + 3.15.3. Wood inferred that TMC would be the supplier development partner to OW on this work, should it realise.
  + 3.15.4. Hartmann attended dinner with Gary Pita later that evening.
  + 3.15.5. Hartmann attended the introduction meeting with Anoj Singh [Eskom CFO] the following morning.
  + 3.15.6. Hartmann attended the meeting with Minister Van Rooyen.
  + 3.15.7. Later in my tenure, Hartmann and I corresponded mostly on the proposal to Eskom on Change Management and Shale Gas extraction.
* 3.16. Maarten De Wit (“De Wit”)
  + 3.16.1. I met De Wit at the same meeting as Hartman.
  + 3.16.2. De Wit attended dinner with Gary Pita later that evening.
  + 3.16.3. De Wit attended the introduction meeting with Anoj Singh the following morning.
  + 3.16.4. De Wit attended the meeting with Minister Van Rooyen.
  + 3.16.5. Later in my tenure, De Wit and I corresponded mostly on the proposal to CoGTA.
* 3.17. Edwin Mabelane (“Mabelane”)
  + 3.17.1. I was introduced to Mabelane by Matshela on the 10 February 2016. [ANNEXURE AB]
  + 3.17.2. Matshela introduced Mabelane as his ‘right hand man’ and that I should revert to him with any issues that I may have.
  + 3.17.3. Since the introduction on the 10 February 2016, Mabelane became my main point of contact with the Eskom Executives.
  + 3.17.4. We initially corresponded on the supplier – development annexures of the Top Engineers Programme master service agreement
  + 3.17.5. Edwin afforded me the opportunity to recommend changes to the SD&L annexures of the contract. [ANNEXURE G, G.1 and G.2]
  + 3.17.6. Later in my tenure, we meet with E-Gateway to discuss the Duvha project. [ANNEXURE P]
* 3.18. Koko Matshela (“Matshela”)
  + 3.18.1. Essa had arranged for me to meet Matshela on 10 February 2016 at 14h00 to discuss issues that I was encountering with McK. My working relationship with the McK partners had become strained as I felt that TMC was not being included in the decision-making in relation to the Eskom programme. At that time, I did not understand the resistance on the part of McK to include TMC in decision-making.
  + 3.18.2. I felt that TMC was being treated as ‘baggage’ by McK. I attached the minutes of a leadership meeting where our strained working relationship was discussed. [ANNEXURE X].
  + 3.18.3. The meeting was arranged via Shane’s executive assistant. [ANNEXURE AB]
  + 3.18.4. Once the meeting was confirmed, I was instructed by Angel on behalf of Essa to convey a message to Matshela articulating Trillian’s request that invoices are submitted to Eskom directly and paid directly to Trillian (not via payment from McK).
  + 3.18.5. I met Matshela in the Executive office of Megawatt Park and we had a discussion in the open lounge area. Matshela requested that Mabelane join us.
  + 3.18.6. Matshela enquired about TMC’s representation on the various modules. I gave him feedback. He was concerned there was no representation on the Primary Energy workstream and wanted to know what I was doing about it. Given my background in the mining industry, I told him that I would be involved directly. However, my involvement in this workstream did not materialise.
  + 3.18.7. When we spoke about TMC’s direct invoicing to Eskom [as I had been instructed to do], Matshela responded that he understood TMC’s request to invoice directly, but could not support it – simply put, there were no contracts in place between Eskom and TMC.
  + 3.18.8. At some point, I cried in front of Matshela and Mabelane. My emotion was driven by relentless altercations with the McK team. Matshela and Mabelane displayed empathy towards my engagements with McK and gave me the sense that I was not crazy. I found it difficult to compose myself so the meeting was short.
  + 3.18.9. I returned home and told no one about my breakdown apart from my family. At 8am the next morning, Angel called and asked why I broke down. He was told by Essa who was informed by Matshela.
* 3.19. Mahommed Bobat (“Bobat”)
  + 3.19.1. Although Bobat was employed at CoGTA during my tenure at TMC, he was still highly influential to the operations of TMC and Regiments. I offer the following examples of this:
  + 3.19.2. On 19 January 2016 Wood, Bobat and I interviewed a candidate for a Principal role in TMC. The interview was hosted at the Regiments Capital Offices. [ANNEXURE V]
  + 3.19.3. See point 3.6.4 that describes a senior management meeting for TCP on the 21 January 2016. Bobat was invited to attend this meeting.
  + 3.19.4. In March 2016, a former Regiments employee approached me and enquired on his promotion. When questioned on the expectation, the employee stated that it was agreed between himself and Bobat a week prior to that and that I will be executing the instruction.
  + 3.19.5. In the week of 8 December 2015, I was informed of Bobat’s employment at Treasury and very shortly after, his position at CoGTA.  
      
    **4. TRILLIAN BUSINESS OPERATIONS**Trillian Capital Partners screenshot
* 4.1. In my position as CEO, I was tasked with ramping up the business to fulfil the supplier development obligations in executing work with current and future partners. These included McK as well as another global management consultancy business, OW. My role included appropriate human capital acquisition and development, business process establishment and adherence and the implementation of delivery processes that would align to the methods and quality of our partners.
* 4.2. My on-boarding discussion with Angel led me to believe that TMC’s revenue was primarily driven through the Top Engineers Program with Eskom. Angel provided Eskom EXCOPS documents from the 8 October 2015 that indicated to me, a revenue of R 475m. However, by the first week in December 2015 I realised that that amount was only for the down payment. [ANNEXURE H]. Angel informed me that TMC would be working with Bobat at [initially] Treasury and later, CoGTA, taking over the Regiments contracts at Transnet and hopefully other work in SOEs.
* 4.3. Hence, I was required to ramp up human capital rapidly. Wood suggested that I consider at least 200 employees by the end of the year.
* 4.4. I questioned both Angel and Wood on the prosperous windfall that TCP appeared to have secured. I was told that TCP is fortunate to have relationships with the people that ‘open the taps’ and that ‘South Africa’s wealth should not only be in the hands of the Rupert’s and Koseffs of the world’.
* 4.5. Operations were forecast for the duration of the ‘current dispensation’
  + 4.5.1. On numerous occasions, Angel stated that the relationships that TCP had were limited by and intended to operate for the duration of ‘the current dispensation’ only. As such, all work was forecast for the period 2016 – 2019.
  + 4.5.2. I did not know why this was nor did I appreciate the significance of these statements it until much later.
* 4.6. TMC’s own sub-contracting arrangement
  + 4.6.1. Angel acknowledged that TMC was a newly formed company without a history of doing work in the public sector. TMC’s business model was that work is secured through Essa’s relationships and TMC benefits from these relationships through ‘supplier – development’ agreements.
  + 4.6.2. As such, TMC did not directly conduct any work with government departments or state-owned entities like Eskom, Transnet or CoGTA.
  + 4.6.3. Rather, TMC secured the work and thereafter passed the work over to internationally recognised companies and acted as the supplier development partner of choice, with roughly a 50% share of revenues. The companies that I was instructed to work with, included McK South Africa and OW Dubai.
  + 4.6.4. I was not involved in negotiating any contract between TMC and McK in relation to Eskom’s Top Engineers Programme. In January 2016, McK sent through a sub-contractor’s agreement to which my COO and I commented and sent through to Angel. I have not had sight of any sub-contract between TMC and McK beyond that involvement. [See ANNEXURE J]
* 4.7. Bank Accounts
  + 4.7.1. Although I was instructed to open the primary bank account for TMC [an ABSA business account], I had no access to the account via statements nor internet banking. I had no sight of any financial flows nor management.
  + 4.7.2. When I questioned this, Angel said that a decision was taken that finances must be managed centrally, not at the subsidiary level. I was instructed to contribute on basic things such as submitting forecasts, assisting with power points and following other instructions.
  + 4.7.3. Towards the end of March 2016, I was instructed by Angel and requested by Chipkin to open a Bank of Baroda account and thereafter, immediately sign a document that passed all transactional authority to Chipkin.
  + 4.7.4. When I questioned this, I was informed that the account was urgent ‘to facilitate work with E-Gateway’. I signed on condition that transactions can only take place if they contain authorisation from both Chipkin and I. I resigned the next morning. [ ANNEXUREs AC, AC.1, AC.2 and AC.3]
* 4.8. Invoices
  + 4.8.1. As stated above, between 1 January and 29 February 2016, TMC comprised of just two employees – a COO and myself. On 1 March 2016, TMC employed 19 full time employees, 5 fixed-term contractors and 26 sub-contractors from Regiments Capital mostly, where Wood previously worked with as director.
  + 4.8.2. On 24 February 2016, I received an email from Leballo that contained an invoice and cover letter dated 29 January 2016, addressed to Anoj Singh, CFO of Eskom. A copy of the email attaching the invoice and the letter is attached as ANNEXUREs AG, AG.1 and AG.2
  + 4.8.3. The email was sent to Singh on 3 February 2016. The invoice was for R30.6m for work done on the corporate plan. I did not sign that letter nor did I compile the invoice. However, my electronic signature was included on the invoice – on 2 February 2016, I sent Angel a jpeg of my signature, as appears from [ANNEXURE AH]. My signature was appended to the invoice and may have been used for many other invoices that I am not aware of.
  + 4.8.4. Insofar as any other such invoices exist, I dispute all invoices submitted to Transnet, Eskom and any other client from TMC for the period between 1 January 2016 to 31 March 2016, on the following basis:
    - 4.8.4.1. TMC did not have employees to conduct the work;
    - 4.8.4.2. My COO and I did not conduct any billable work during the 1st quarter of 2016;
    - 4.8.4.3. The employees that transitioned from Regiments did not execute any work that could be invoiced to a quantum more than R10m under my management, during this time; and
    - 4.8.4.4. There were no signed contracts between TMC and any client.
  + 4.8.5. I confirm therefore that I did not compile, endorse nor submit any invoices for work done by TMC under my management.

**5. TRILLIAN’S SUBCONTRACTORS**

* 5.1. Directly after my verbal acceptance of employment with TMC, Angel began to involve me in operational meetings with both TMC Partners and sub-contractors. The sub-contractors included:
  + 5.1.1. Cutting Edge Commerce, appointed to conduct the work for the Procurement workstream of the Eskom Top Engineers Programme; and
  + 5.1.2. E-Gateway Dubai / India – appointed to conduct the work for the Generation workstream of the Eskom Top Engineers program. I later learned that this company was also integral in the Duvha boiler replacement project [7.2].
* 5.2. I questioned the appointment of these contractors. The logic of it worked against the model proposed to me, that is: the objective of ‘building up’ a South African BEE management consulting company.
* 5.3. The reply received from Angel was that Essa had an interest in these companies and that TMC obviously did not have the resources to conduct the work.
* 5.4. The objective of building the ‘proudly South African Company’ that initially drew me to TMC therefore turned from a mission statement to a question mark.
* 5.5. Cutting Edge
  + 5.5.1. Cutting Edge is a subsidiary of Sahara, specialises in procurement and has a proprietary software solution that enables data clean-up of data extracted from an ERP system.
  + 5.5.2. I met Emmally [3.10] and Choubey [3.9] in their capacities as Directors.
  + 5.5.3. When I questioned their appointment to the Eskom program, I was told by Angel that it is a non-negotiable as Essa has an interest in Cutting Edge.
  + 5.5.4. Later in my tenure, Emmally and Choubey felt that I excluded them from information that would result in revenue going to Cutting Edge. They escalated the issue to Essa. At the ICM office, I met Narayan [3.7] who was brought into the meeting to mediate between myself and the directors of Cutting Edge.
  + 5.5.5. During my tenure, at no point did I see a sub-contractor agreement between TMC and Cutting-Edge Commerce. When I queried the existence of such an agreement, I was told by Angel, ‘it has been handled’.
  + 5.5.6. Cutting Edge had roughly seven full time employees (“FTE”) based at Megawatt Park, working with the McK Procurement team.
  + 5.5.7. These employees would represent themselves as TMC employees.
* 5.6. E-gateway
  + 5.6.1. E-gateway was another subcontracted company that was appointed before my engagement. A formal subcontracting agreement was signed with them, later in my tenure. [ANNEXURE W]
  + 5.6.2. The company claimed to be power generation experts.
  + 5.6.3. They supplied TMC with 2 Generation experts that were based with the McK team at the Majuba power station.
  + 5.6.4. My COO engaged with a few of the experts brought out from India to find that they were brought on board shortly before arriving in South Africa, did not have the required permits to work in South Africa and were not paid on time. Not all representatives of E-gateway had company branded information [emails, business cards etc.].
  + 5.6.5. All individuals that I met from this organisation were either Indian or Emirati, not South African. This caused contention with McK as the leadership team questioned TMC been a South African BEE partner. [ANNEXURE X].
  + 5.6.6. Khan would often question the expected schedule of payments from Eskom. As explained in [4.7], I was unable to answer these questions. Khan would accept it, and said he would approach either Essa or Narayan for clarity.
  + 5.6.7. TMC and E-Gateway corresponded extensively on both the Duvha and Eskom Top Engineers Program. E-gateway relied on TMC support in mobilising for the work. [ANNEXURE AA]

**6. TRILLIAN’S PARTNERS**

* 6.1. McKinsey & Co. (“McK”)
  + 6.1.1. When Angel approached me with the offer of TMC CEO, he said that TMC was appointed as the supplier development partner to McK, to execute the Eskom Top Engineers Program.
  + 6.1.2. Angel was confident that the work was secured although the Master Services Agreement was not signed yet.
  + 6.1.3. After my verbal acceptance of the offer, I received notes from the negotiation process, which reflect that these negotiations took place between 28 July 2015 and 29 September 2015. The notes are attached as ANNEXUREs H and H.1
  + 6.1.4. The notes also reflect that Eskom’s Board Tender Committee via round robin, on 6 July 2015, approved a mandate to negotiate with McK without prior tendering.
  + 6.1.5. I was introduced to the McK Directors [3.14] soon after my verbal acceptance of the employment offer and was introduced to the broader McK team throughout December 2015. In all introductions, the McK team’s mobilisation suggested that the work had been secured.
  + 6.1.6. McK had teams based at Megawatt Park and had FTE’s on all work streams, based either at Megawatt Park or on site at the Majuba power station.
  + 6.1.7. The following areas formed the scope of the program:
    - 6.1.7.1. Primary Energy
    - 6.1.7.2. Generation
    - 6.1.7.3. Procurement and;
    - 6.1.7.4. Claims
    - 6.1.7.5. In the first instance, I received the contractual documents from Sagar. [ANNEXURE H]
    - 6.1.7.6. The table below contains extracts from the revenue forecasts that I received from Sagar and Weiss. These totals reflect total revenue over a 3-year period; roughly, TMC would receive 50% of the revenue. [ANNEXURE I, I.1 and I.2].

|  |  |  |
| --- | --- | --- |
|  | 17th December 2015 Forecast, Rm | 18th November 2015 Forecast, Rm |
| Top Engineer | 341 | 341 |
| PMO | 320 | 320 |
| Gx design and scale\* | -1 537 | -3 073 |
| Gx roll out\* | -1 537 |
| Procurement | -1 603 | -1 603 |
| PED | -1 677 | -1 677 |
| Claims | -710 | -710 |
| New build |  | -1 500 |
| Financing & funding | -1 500 | -1 200 |
| Corporate plan | -98 | -98 |
| Fixed- finance, strategy, other | -450 | -450 |
| Nuclear | -300 | -300 |
| **Total cash inflow** | **-9 411** | **-10 311** |
| **Net cash flow** | **-8 750** | **-9 650** |

* + - Table 1 Forecast cash flows received from McK for the Top Engineers Program at Eskom.  
      “Gx” = Generation  
      17th December 2015 Forecast, Rm 18th November 2015 Forecast, Rm
  + 6.1.8. McK have made statements to the press that they do not have any relationship with TMC nor TCP. I can confirm that at least 80% of my engagements at TMC involved McK (principals, directors and partners) specifically related to work at Eskom.
  + 6.1.9. At the time of my resignation, a subcontractor agreement between the two companies had commenced negotiations. [ANNEXURE J and J.1]
  + 6.1.10. TMC signed a non-disclosure agreement with McK. [ANNEXURE AI]
  + 6.1.11. TMC and McK were the only two companies represented at the Eskom Top Engineers Program steering committee meetings that were chaired by Anoj Singh. During my tenure at TMC, there was extensive operational interaction between McK and TMC. That much appears also from the annexures to this statement. [ANNEXURE K and K.1]
  + 6.1.12. TMC was represented on the procurement workstream of this program by Cutting Edge. The team comprised of at least seven FTE (to Cutting Edge) that worked closely and daily with the McK procurement team. The composite procurement team was based permanently at Megawatt Park.
  + 6.1.13. TMC was represented by at least three individuals on the Generation workstream of this program. One FTE from TMC and two sub-contractors from E-gateway. The TMC team was based at the Majuba Power Station for my tenure and worked with the McK team on site.
  + 6.1.14. TMC had no representation on the Claims and PED workstreams as I was in the process of building the teams. The skills required by McK for these workstreams made talent acquisition difficult. TMC revenue share in accordance to the cash flow splits sent by McK, was not disputed although TMC had no representation on these workstreams.
* 6.2. Oliver Wyman (“OW”)
  + 6.2.1. My initial introduction to OW is described in sections 3.15 and 3.16
  + 6.2.2. In informal discussions with both De Wit and Hartmann, they expressed OW’s intent of opening a branch in Johannesburg. They believed that by collaborating with TMC, they would receive the revenues to motivate such a move. De Wit went as far as asking Wood and I which suburbs of Johannesburg he could consider purchasing property, when such a windfall would take place.
  + 6.2.3. Following the meeting with Gary Pita, Anoj Singh and Minister Van Rooyen, the OW Directors returned to Dubai to commence the process of proposal compilation for the work discussed during their meetings.
  + 6.2.4. The initial identified work was:
    - 6.2.4.1. CoGTA – delegated to De Wit to compile a proposal that addressed the requirements of the ‘Back to Basics’ initiative.
    - 6.2.4.2. Eskom – delegated to Hartmann to compile a proposal on the Nuclear Plan, Shale Gas and Change Management at Eskom
  + 6.2.5. Angel informed me that Bobat would pass information onto me, that I will have to pass onto De Wit and Hartmann.
  + 6.2.6. De Wit had informed me via phone calls of updates received in meeting with Essa, held in Dubai.
  + 6.2.7. ANNEXUREs L, L.1, L.2, L.3, L.4, L.5 and L.6 provides some correspondence towards the development of the CoGTA proposal that includes Farooqui, Essa and Angel.
  + 6.2.8. De Wit and Hartmann, together were working on the collation of a cultural change management proposal for Eskom.
  + 6.2.9. ANNEXUREs M, M.1 and M.2 provides some correspondence towards the development of the Eskom proposals.
  + 6.2.10. ANNEXURE T and T.1 contains correspondence that commenced contractual terms between OW and TMC. I did not sign any contracts with OW during my tenure.

**7. ESKOM**

* 7.1. Top Engineers Program at Eskom
  + 7.1.1. Shortly after accepting employment, I was informed by Angel about work already secured for TMC from Eskom. The contract was identified as the ‘Eskom Turnaround Programme / Eskom Top Engineers Programme’. Estimated revenues for this project are detailed in Table 1
  + 7.1.2. On the 12 February 2016, Mabelane shared the status of the contracts and supporting annexures, with me. [ANNEXUREs N, N.1, N.2, N.3, N.4, N.5 and N.6]
  + 7.1.3. When reading the EXCOPS documents in ANNEXURE H , it was apparent to me that this program was not awarded through open tender. I raised my question to Angel, who informed me that it was not necessary to go on tender when specialised services were required.
  + 7.1.4. Once more educated on the delivery proposed by McK to achieve the program targets, it was clear to me that consulting services would be used to satisfy the objectives of this program and not any specialised services.
  + 7.1.5. McK often referred to the program contract as a ‘Risk based’ contract. This implied that revenues would only be received when delivery was proven. The metrics of such ‘proof’ was negotiated between McK and Eskom in 2015. Sagar informed me of this.
  + 7.1.6. The baseline models prepared by McK refer to the method in which payments would be received. [ANNEXURE O.1, O.2, O.3, O.4, O.5 and O.6]
  + 7.1.7. With reference to point 3.18.8, it was clear to me that Essa was in contact with Matshela on all matters that related to TMC and Eskom
  + 7.1.8. Articles that have been released since my resignation, suggest that TMC was paid for consulting work performed at Eskom. For this, I would like to iterate the points raised in section 4.8
  + 7.1.9. By the time of my resignation, the Master Services Agreement for the ‘Top Engineers Program’, had not been signed.
* 7.2. Duvha Boiler Replacement Project
  + 7.2.1. In January 2016, Khan informed me that E-gateway was involved in the ‘DUVHA UNIT 3 RECOVERY PROJECT’ that had a value of roughly R5.9bn.
  + 7.2.2. Khan informed me and Angel confirmed that E-gateway together with another company, Hypec (I am not aware of the details of this company) would be awarded the contract for the ‘Duvha unit 3 recovery project’. [ANNEXUREs P and P.1]
  + 7.2.3. The partnership required assistance in providing compliance with BEE requirements. I was told that since TMC is E-Gateway’s BEE partner and ‘South African business facilitator’, I had to assist them. This work was not at all related to TMC as it related to the installation of a new boiler at Duvha.
  + 7.2.4. Regardless, E-Gateway used TMC initially as its BEE partner and hoped that the association would be enough for compliance. McK pushed back stating a conflict of interest and TMC was removed and replaced by an alternate company.
  + 7.2.5. E-Gateway leveraged the work at Majuba to get resources into South Africa who would later assist or be transferred to the Duvha project. TMC was used to assist in getting the required visas for these resources. [ANNEXUREs Q and Q.1]
  + 7.2.6. Prior to final negotiations commencing for this project, I was instructed to arrange a meeting between Mabelane and a delegation from E-Gateway, to discuss a few issues. This meeting took place in Mabelane’s office at Megawatt Park on 15 March 2016 at 17h00. There were five attendees to this meeting: Mabelane, Khan, Hamza Farooqui’s brother, a man from India that I had not met before and myself. It was mentioned in this meeting, that negotiations on the Duvha project would commence in the following weeks and that prior to that meeting, the E-Gateway delegation required some information. Mabelane spoke about geotechnical concerns and assurances that Eskom would be looking for as they pertain to surveying the current site. Mabelane said that the company (E-gateway and Hypec) needed to ensure that focus was placed towards what resulted in the failure in the first place. The delegation appeared comfortable with the information before the meeting ended.

**8. COGTA**

* 8.1. In the first week of January 2016, I received a call from Angel saying that TMC will be working at CoGTA and supporting Bobat.
* 8.2. I found the instruction strange as TMC at that point in time, only had 2 FTEs namely; myself and a COO;
* 8.3. I received a phone call from Wood on 8 January 2016 informing me of a meeting at Regiments Capital on 11 January at 09h00 that I had to attend. [3.15.5].
* 8.4. The purpose of this meeting was to discuss and plan for the dinner with Gary Pita [ANNEXURE AD], the meeting with Anoj Singh [ANNEXURE AE] and the meeting with Minister Van Rooyen [ANNEXURE AF]. At that meeting, I was instructed to compile a business profile for TMC that would be presented to the Minister.
* 8.5. The meeting with the Minister was arranged by Bobat and attended by Wood, De Wit, Hartmann, Bobat, Whitley, the Minister and myself.
* 8.6. ANNEXURE R contains the presentation, presented to the Minister.
* 8.7. I was instructed to present capabilities for an organisation that had no prior history and for work not yet identified as a need.
* 8.8. Regardless, the Minister appeared satisfied with our presentation and Bobat started the process of compiling a proposal.
* 8.9. The OW Directors were most impressed at TMC’s ability to secure work. [ANNEXURE S]
* 8.10. The work towards formalising the proposal for CoGTA continued for my tenure. Prior to my resignation, discussions on OW and TMC contracts was raised [ANNEXURE T]. I signed no contracts with OW during my tenure.
* 8.11. The unsolicited proposal prepared for CoGTA was informed by information sent to me by Bobat. I would find a white envelope on my desk when I arrived at the office in the morning and shortly after, would receive a call from Bobat clarifying the contents thereof. One such envelope contained the Back to Basics 2015 – 2016 Annual Performance Plan, which would be the source of proposal scope. [ANNEXURE U]
* 8.12. In addition, I would receive timeline expectations and available budget information from Bobat, to ensure that the proposal was received favourably. See ANNEXURE U for timelines received by Bobat.
* 8.13. I realised that securing the work at CoGTA had nothing to do TMC’s history nor lack of employees to do the work.

The above is all that I have to state.

BIANCA GOODSON, born SMITH

**ANNEXURES**