



# OFFICE OF THE CEO

**TO:** **SAFA Regional Football Associations**  
**SAFA Associate Members**  
**SAFA Special Member**  
**SAFA NEC Members**

76 Nasrec Road  
Nasrec Extension 3  
JOHANNESBURG  
-----  
PO Box 910  
JOHANNESBURG 2000  
Telephone: (011) 567 2010 /  
(011) 494-3522  
E-mail: [tender@safa.net](mailto:tender@safa.net)

**CC:** **SAFA Provincial Executive Officers**

[www.safa.net](http://www.safa.net)

**FROM:** **Chief Executive Officer**

**DATE:** **15 November 2024**

**SUBJECT:** **REQUEST FOR INFORMATION FOR STATIC GUARDS SECURITY MANAGEMENT SERVICES FOR SAFA HOUSE AND SAFA TECHNICAL CENTRE (FUN VALLEY)**

Dear Honourable Members,

The South African Football Association is embarking on a tendering process for security companies interested in bidding to provide security management services for both SAFA Headquarters and the National Technical Centre.

For more information on this, please find attached the Request for Information (RFI) for Static Guards Security Management Services for both SAFA House and SAFA Technical Centre (Fun Valley). We would appreciate your assistance in sharing the RFI with relevant companies.

We will also be advertising this in the public domain in order to reach more companies.

Please note that the closing date for the submission of the requested documents (*via e-mail only to [tender@safa.net](mailto:tender@safa.net)*) is **Friday, 22 November 2024**.

Sincerely,

**MS LYDIA MONYEPAO**  
**CEO/SG**

## REPORT ON VISIT TO FUN VALLEY AND APPOINTMENT OF SECURITY SERVICE PROVIDER

### 1 INTRODUCTION

SAFA is the supreme football governing structure in the republic of South Africa, a member of the world football governing body FIFA, and based on its geopolitical location through its membership with FIFA a member of CAF and COSAFA.

The main mandate of the association is to govern, administer and develop football in its country of jurisdiction, the association acquire a facility situated in Johannesburg, Gauteng to develop the facility into its technical centre.

The facility previously operated as a resort, which the association continued to operate while there was development in the infrastructure to add football development related facilities to the facility.

At acquisition the facility had a turnover of around ten million rands (R10 million) per annum which drastically reduced since SAFA operated the facility to a low of just above R3 million, but in the 2023 financial year it had shown some improvement to R4.8 million.

Football in South Africa is inherently high security risk activity, this in the association is as a result of three issues, that is the structure of football in the country, the contestation and interest in control of football governance in the country, and the development of the SAFA Technical Centre and the running of the Fun Valley Resort as a viable profitable business.

The security at the SAFA Technical Centre and the Fun Valley Resort is paramount to ensure the safety of our teams and staff, and for the safety of the customers, clients and patrons using the resort.

The security at SAFA House the head office of the association and headquarters of football in South Africa is also paramount to ensure the safety of staff and to protect the football national asset.

SAFA has outsourced security at the technical centre (fun valley) and at SAFA House with an annual cost for both facilities around R2 million. The proposal for the new contract that started in December 2023 was above R5 million, which the CEO of SAFA referred to the NEC for consideration.

Since the start of the new security contractor there has been various issues, but the main issue was when the security company completely took over the running of the SAFA Technical Centre / Fun Valley from around the 13/14/15/16/17 December 2023. This included the security company collecting revenue, taking charge of bookings, hiring and firing, this was also at a time when the manager who run the resort was suspended by SAFA.

In January 2024 engagements with the SAFA President, CEO and the CFO resulted in three members of the finance and procurement committee visiting the SAFA Technical Centre on a fact-finding mission to clearly understand what happened and what was happening at the facility. The visit included interviews with various staff members at the facility.

### 2 PURPOSE OF REPORT

This report contains our findings on our visit for consideration by the finance and procurement.

### 3 HISTORY OF THE CURRENT SECURITY CONTRACT

On 13 November 2023 a letter signed by the CEO of SAFA is sent to SAFA Provincial Chairpersons with heading "REQUEST FOR ASSISTANCE RECOMMENDATION OF REPUTABLE SECURITY COMPANIES"

The letter goes further to state that:

"The Fair Play, Security and Protocol Committee will be embarking on a process of calling for tenders from security companies to bid for security for both SAFA headquarters and SAFA Technical Centre."

"We are requesting recommendations from your provinces of one strong and reputable company that will participate in the tender process."

The closing date for the submission was Friday, 17 November 2023 which was four days from the date of the letter going out.

On the 27 November 2023 another letter signed by the SAFA CEO is written to Fortico VIP Protection Services with a heading "CONDITIONAL APPOINTMENT – SECURITY SERVICES AT SAFA HOUSE AND SAFA NATIONAL TECHNICAL CENTRE (FUN VALLEY)".

The letter states that: "FOLLOWING THE RECOMMENDATION BY OUR SAFETY & SECURITY PANEL, WE ARE PLEASED TO OFFER YOU A CONTRACT FOR SECURITY SERVICES SUBJECT TO AN AMICABLE FINALIZATION OF TERMS AND CONDITIONS, INCLUDING THE RATES OR MONTHLY FEES, ...."

This is to note that it took fourteen days from the 13 November 2023 to 27 November 2023 from the first letter requesting assistance

#### 4 SECURITY RELATED EVENTS OF DECEMBER 2023 AND JANUARY 2024 AT SAFA TECHNICAL CENTRE

Based on engagements with staff at the technical centre the following issue are for noting by the committee:

##### 4.1 SUSPENSION OF TECHNICAL CENTRE MANAGER

The technical centre manager Mr Mphahlele was suspended on the 13<sup>th</sup> of December 2023. The CFO states that he was to be supplied with at least five CV's by the appointed security company to choose a candidate that he was to appoint to manage the facility until the finalization of the disciplinary issues related to Mr Mphahlele. This per CFO never happened and the next he heard someone was appointed by the security company to run the facility.

Issues to note is that the December suspension of Mr Mphahlele was done verbally and a letter confirming it was only sent on xx January 2024

Mr Mphahlele did return to the facility to deliver gift vouchers meant for staff, during this process he encouraged staff to take leave until 9 January 2024 and further encouraged them to go on strike.

##### 4.2 DEMAND TO STAFF TO GIVE THEIR PASSWORDS TO OFFICIALS OF THE SECURITY COMPANY

On the 16 and 17 December 2023 to staff members that work night shift at the gate as security guards/cashiers were fired by Fortico VIP Protection Services when they refused to disclose their passwords to the booking system.

This was coupled with the removal of the person running the kiosk from her post and Fortico VIP Protection Services taking full charge of the booking process at the gate and running of the kiosk.

##### 4.3 SUPPLIES AND INVENTORY

Since 17 December 2023, SAFA did not procure inventory for the kiosk, supplies for cleaning, consumables used in the facilities including toiletries used in the rooms, as a result through the later part of December staff did not have cleaning materials to clean the rooms, not enough bedding to change bedding when guest leave, no toiletries including toilet paper, gas for the heating of water, and various other consumable to run the facility.

During our visit in January the kiosk was empty with less than ten items on the fridges and shelves.

##### 4.4 USE OF RACIAL OR DEROGATORY SLURS AND LANGUAGE AGAINST EMPLOYEES

The staff members at the facilities claim they endured a life of being insulted including the use of derogatory racial slurs against them by the official of Fortico VIP Protection Services. This they say include the use of the K-word against staff.

#### 4.5 USE OF FACILITY TO ACCOMMODATE FORTICO STAFF

Some staff of Fortico VIP Protection Services use a house at the facility for their accommodation.

#### 4.6 SALE OF ALCOHOL AT SAFA TECHNICAL CENTRE

During our visit to the SAFA Technical Centre (Fun Valley) we found a price list of alcoholic beverages. On enquiry to the official responsible to runs the kiosk, the response was that in some days during the period from 17 December 2023 until 13 January 2024 alcohol was sold at the kiosk.

She did speak to the officials of Furtico VIP Security officials to notify them that SAFA did not have a liquor license that allows alcoholic beverages to be sold at the kiosk, the response was that they obtained a one day license.

#### 4.7 NOT HONOURING CONFIRMED BOOKINGS

Booking by HAITU that was confirmed was not honoured in full, the clients had to buy their own cleaning materials and toiletries. They had to get alternative accommodation some even sleeping on the floor.

The union HAITU is now demanding refund from SAFA.

### 5 PROCESS TO APPOINT THE SERVICE PROVIDER

#### 5.1 REQUEST FOR PROPOSAL OR TENDER DOCUMENT AND TENDERING PROCESS

There is no evidence that other than the letter from the CEO, that there was Request for Proposal document sent to companies to complete for the tender.

There is no evidence that there was a segregation between the various committees involved in procurement that is the bid specification, bid evaluation, and bid adjudication.

#### 5.2 ASSESSMENT OF THE FACILITY PRIOR TO THE TENDER PROCESS

The staff at the facility claim that In October 2023 officials (Mr A) from Fortico VIP Protection Services booked for two nights at the facility to assess the facility.

They are the only company that did this only to further note that, the letter to provinces was only dated the 13 November 2023.

#### 5.3 DOCUMENTS SUBMITTED WITH THE BID

There was no consistence in the documents submitted by the various bidders, the appointed company did not submit their CIPC documents, Tax Clearance, and documents related to their registration to the relevant security authorities.

They submitted these documents later with an anomaly that the stated Managing Director on their profile is not a director of the company.

On further inspection of the submitted CIPC documents it is that the Managing Director was appointed as a director of the company of 23 October 2023, but resigned as a director of the 30 October 2023. There he could not have been the managing director of the company in November.

The submitted B-BBEE certificate does not correspond to the B-BBEE certificate in the CIPC system.

## 6 REVENUE/TAKINGS FROM 17 DECEMBER 2023 TO 11 JANUARY 2024

Revenue collected at the facility since 17 December 2023 until 11 January 2024 was not deposited by Fortico VIP Protection Services into the SAFA Bank Account, this they do though the SAFA bank account was provided to them around the 19 December 2023.

Based on the certificates and documents submitted by the services provider they are not authorized to hold deposits on behalf of clients

## 7 CONCLUSION

The following can be stated about the appointment and operation of the security service provider.

1. The process followed to appoint did not comply with the SAFA Procurement policies.
2. The bidding process was not consistent to all bidders.
3. Assessment of the facility only done by one bidder.
4. The CIPC documents are not consistent with the company profile submitted including the B-BBEE certificate.

The other material issues that are a risk to SAFA are:

1. The withholding of SAFA money from the takings at the facility without authority.
2. Staff members of the service provider staying at the facility without authority.
3. Bookings confirmed not honoured fully which has resulted in client demand refunds.
4. Running the facility without the necessary authority
5. Selling of alcohol at the facility
6. Use of racial slurs against staff.

SAFA should think very hard in relation to all the risk that is attracted by this contract and come with a way forward that will ensure the association deals with this issues appropriately.

# SAFA

## SECURITY CONTRACT REPORT



SOUTH AFRICAN  
FOOTBALL ASSOCIATION

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## 2 INTRODUCTION

SAFA is the supreme football governing structure in the republic of South Africa, a member of the world football governing body FIFA, and based on its geopolitical location through its membership with FIFA a member of CAF and COSAFA.

The mandate of the association that is align to the FIFA mandate is to govern, administer and develop football in South Africa the country that is its geopolitical area of jurisdiction.

The association to enhance its mandate for football development, in around 2017 acquire a recreation and resort facility situated in the south of Johannesburg, Gauteng, to develop it into a fully-fledged National Technical Centre.

The association continued to operate the facility as a resort and recreation facility, while the development of football facilities and infrastructure was in progress. The football facilities and infrastructure development started with the building of a secured boundary wall and fence, improvement of the guest rooms, the building of three football playing fields of which one is an artificial turf, and various other smaller improvements to the facility.

At acquisition the resort and recreation facility had a turnover of around ten million rands (R10 million) per annum which drastically reduced since the association operated the facility to a low of just above R3 million in 2020, but in the 2023 financial year it had shown some improvement to R4.8 million of which 65% is for day visitors and 35% for accommodation.

Football in world and in the country is an inherently high security risk activity, in the association this is mainly driven by three issues:

- ✓ the structure of football in the country,
- ✓ the contestation and interest in control of football governance and business in the country, and
- ✓ the investment in the development of the SAFA Technical Centre and the running of the recreation, resort, and accommodation at the Centre as a viable profitable business.

The security at the SAFA Technical Centre is therefore paramount to ensure the safety of the teams and staff that camp and work there, and that of the customers, clients and patrons that are day visitors to the resort and recreation park and book the facility for events and accommodation.

The security at SAFA House, the head office of the association and headquarters of football in South Africa is of most importance to protect the football as the national asset and pride of the nation.

SAFA has outsourced security at both locations at an annual cost just above R2 million combined. The proposal for the new contract that started in December 2023 was more than double this amount which was the amount of the previous contract and was pitched at above R5 million, the CEO based on the limits imposed by the delegation of authority of the association referred to the NEC for consideration.

Since the start of the new security contractor there have been various issues of dispute between the service provider and management of the association, the main issue was when the security company completely

took over the running of the SAFA Technical Centre on around the 13 December 2023. This included the collecting revenue, taking charge of bookings, hiring and firing, this was also at a time when the manager who ran the resort was suspended by SAFA.

In January 2024, due to escalation of this conflict at the National Technical Centre and engagements with the SAFA President, CEO and the CFO, three members of the finance and procurement committee explored a two day fact finding mission or visit to the National Technical Centre with the main objective to have a clearly understanding of what has happened and what was happening at the facility, this visit included interviews with various staff members at the facility, this was with the sole intention to produce a report for consideration by the finance and procurement committee of the association and for the committee to report to the NEC.

### 3 PURPOSE OF REPORT

The purpose of the report is to provide all information related to the security contract to the finance and procurement committee to equip the committee with sufficient information to make a recommendation to the NEC.

### 4 HISTORY, BACKGROUND, AND PROCESS FOLLOWED TO APPOINT THE CURRENT SECURITY COMPANY

#### 4.1 LETTER FROM SAFA CEO TO PROVINCIAL CHAIRPERSONS

On 13 November 2023 a letter signed by the CEO of SAFA is sent to SAFA Provincial Chairpersons with heading "REQUEST FOR ASSISTANCE RECOMMENDATION OF REPUTABLE SECURITY COMPANIES" The letter goes further to state that:

"The Fair Play, Security and Protocol Committee will be embarking on a process of calling for tenders from security companies to bid for security for both SAFA headquarters and SAFA Technical Centre."

"We are requesting recommendations from your provinces of one strong and reputable company that will participate in the tender process."

The closing date for the submission was Friday, 17 November 2023 which was four days from the date of the letter going out.

*Our understanding of a tender process as the Finance and Procurement Committee, is a process per the SAFA Procurement Policy that starts with the Bid Specification, followed by the request for proposals based on the specifications, submission of proposals by bidders, evaluation of bids submitted by the Bid Evaluation Committee, and Adjudication of the Bids by the Bid Adjudication Committee, this finally concluded by the necessary approvals at the appropriate level, the issuing of the appointment letter to the preferred bidder, and finally the signing of the contract between SAFA and the appointed bidder.*

#### 4.2 LETTER TO FORTICO VIP PROTECTION CONDITIONAL APPOINTMENT

On the 27 November 2023 another letter signed by the SAFA CEO is written to Fortico VIP Protection Services with the heading "CONDITIONAL APPOINTMENT – SECURITY SERVICES AT SAFA HOUSE AND SAFA NATIONAL TECHNICAL CENTRE (FUN VALLEY)".

The letter states that: "FOLLOWING THE RECOMMENDATION BY OUR SAFETY & SECURITY PANEL, WE ARE PLEASED TO OFFER YOU A CONTRACT FOR SECURITY SERVICES SUBJECT TO AN AMICABLE FINALIZATION OF TERMS AND CONDITIONS, INCLUDING THE RATES OR MONTHLY FEES, ...."

*Our understanding as the Finance and Procurement Committee is that this was a conditional appointment. We further wish to note that there is no Safety and Security Panel in the procurement process of SAFA governed by the Procurement Policy.*

#### 4.3 EMAIL FROM MR MODIPA INVITING COMPANIES TO CONDUCT RISK ASSESSMENT AND TO CEO AND CFO OF SAFA

##### Email One

On 21 November 2023 an email from Mr Modipa was sent to the various companies that were submitted by the chairpersons of the provinces to go and do a risk assessment at SAFA House and at Fun Valley.

The email goes on to say the following "The invitation is to ensure that you are given the full opportunity to make the appropriate security assessment to enable you to mitigate any risk that you may detect."

##### Email Two

On the 22 November 2023 a email was sent by Mr Modipa to the CEO and CFO of SAFA, this email stated " I would like to give you feedback regarding our interviews and our decision"

"We have agreed that we shall appoint forticovip with immediate effect in respect with the handover processes so that there can be delays."

"We will be happy if you send the appointment letter as a matter of urgency for this process to be completed the soonest possible time."

"The full report of the interviews will follow latest next week as I must finalize it with Mr Killian. The incumbent Security Company must also be notified about the outcomes."

In a second email sent on the same day Mr Modipa writes

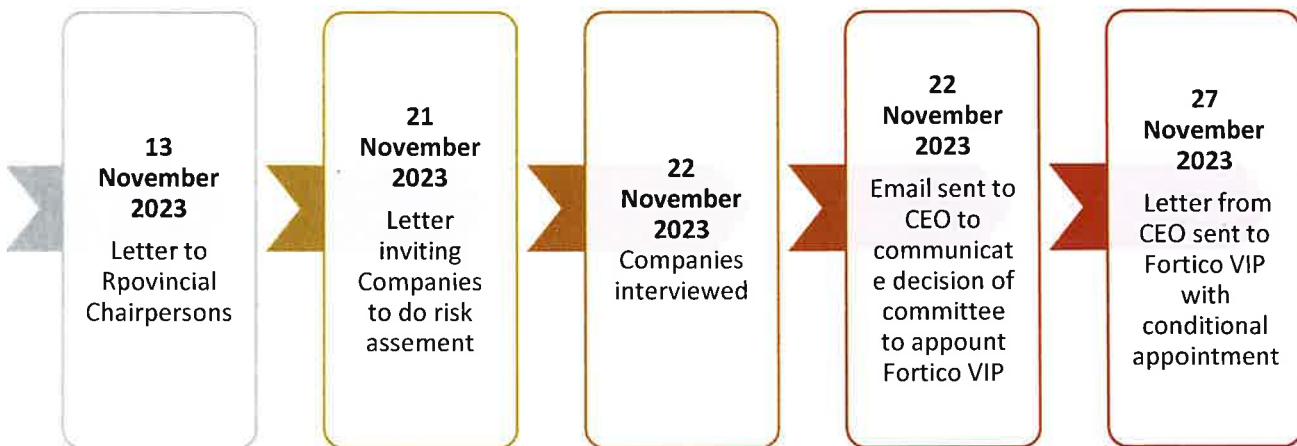
"I was rushing to the airport when I sent the email earlier, I was reminded by my colleague Adv Killian the following:

1. The term of the contract should be 24 month, due to the agreement we had with him Adv Killian, there are few installations to be concluded, for example the CCTVs Cameras, IT Systems, parameters fences for SAFA House & Fun Valley also to our vehicles as well, for maximum security for SAFA.
2. The corrections also on paragraph two (2) I meant that it should be done with immediate effect to allow the processes of handover so that there can\*not\* delays.
3. We promised all security companies submitted and interviewed, to give them the information through your office CEO in black and white as soon as we concluded the interviews, due to what we have been indicating all along, the urgency of this matter.
4. I will appreciate if you can also acknowledge the receipt of the email CEO & CFO because I am not sure if you have received it or not, due to the fact that I haven't received any acknowledgement from my first email I sent to you earlier."

*Our interpretation of the two emails by the Finance and Procurement Committee is that the Safety and Security Panel took over the procurement process of the security service provider which is a mandate of management. Companies were requested to do a risk assessment and submit their own proposals based on their own risk assessments, therefore there were no bid specification or bid document given to the bidders to complete and submit to SAFA. We can further conclude that the decision to recommend was based on interviews that were not consistent as there was no common interview script.*

#### 4.4 PERIOD FROM FIRST LETTER TO APPOINTMENT LETTER

This is to note that it took fourteen days from the 13 November 2023 to 27 November 2023 from the first letter requesting assistance from Provincial Chairpersons.



During our visit to the National Technical Centre, staff reported that one of the people running Fortico VIP Protection a Mr H had booked into the facility (National Technical Centre) towards the end of October 2023. Mr H confirmed to staff later that he had booked to do an assessment of the facility.

Considering that the communication to provinces went out only on 13 November 2023, how did Fortico VIP Protection know about the opportunity.

Fortico VIP Protection was recommended by SAFA Western Cape, the chair of the Safety and Security Panel that did the interview and recommendation to the CEO is also the Chairperson of SAFA Western Cape.

*Our observation as the Finance and Procurement Committee is that this was a corrupt arrangement set out specifically to appoint Fortico VIP Protection Services*

## 5 SECURITY AND OPERATIONS RELATED EVENTS IN DECEMBER 2023 AND JANUARY 2024 AT THE NATIONAL TECHNICAL CENTRE

Based on engagements with staff at the National Technical Centre the following issue are for noting by the committee:

### **1. SUSPENSION OF THE TECHNICAL CENTRE MANAGER**

The National Technical Centre manager Mr Mphahlele was suspended on the 13<sup>th</sup> of December 2023.

Mr Mphahlele did return to the facility to deliver gift vouches meant for staff, during this process he encouraged staff to take leave until 9 January 2024 and further encouraged them to go on strike. An additional charge must be added to Mr Mphahlele's charges for his action to encourage staff to take leave.

### **2. STAFF REQUIRED BY FORTICO VIP PROTECTION SERVICES TO HAND OVER THEIR SYSTEM PASSWORDS.**

On the 16 and 17 December 2023 two staff members that work night shift at the gate as security guards/cashiers were fired by Fortico VIP Protection Services when they refused to disclose their passwords to the booking system.

This was coupled with the removal of the person running the kiosk from her post and Fortico VIP Protection Services taking full charge of the booking process at the gate and running of the kiosk.

### **3. SUPPLIES AND INVENTORY**

Since 17 December 2023, SAFA did not procure inventory for the kiosk, supplies for cleaning, consumables used in the facilities including toiletries used in the rooms, as a results through the later part of December staff did not have cleaning materials to clean the rooms, not enough bedding to change bedding when guest leave, no toiletries including toilet paper, gas for the heating of water, and various other consumable to run the facility.

During our visit in January the kiosk was empty with less than ten items on the fridges and shelves.

### **4. SALE OF ALCOHOL**

During our visit to the SAFA Technical Centre (Fun Valley) we found a price list of alcoholic beverages. On enquiry to the official responsible to runs the kiosk, the response was that in some days during the period from 17 December 2023 until 13 January 2024 alcohol was sold at the kiosk.

She did speak to the officials of Furtico VIP Security officials to notify them that SAFA did not have a liquor license that allows alcoholic beverages to be sold at the kiosk, the response was that they obtained a one- day license.

### **5. ONLY CASH SALES AND BOOKINGS ALLOWED.**

Only cash payments were allowed by Fortico VIP Protection Services staff when they were completely incharge of the operations at the technical centre from around 16<sup>th</sup> December 2023 until 13 January 2024.

### **6. USE OF TECHNICAL CENTRE TO ACCOMMODATE FORTICO VIP PROTECTION SERVICES STAFF**

Some staff of Fortico VIP Protection Services use a house at the facility for their accommodation.

## 7. USE OF DEROGATORY AND RACIAL SLURS AND LANGUAGE WHEN ADDRESSING EMPLOYEES

The staff members at the facilities claim they endured a life of being insulted including the use of derogatory racial slurs against them by the official of Fortico VIP Protection Services. This they say included the use of the K.word against staff.

## 8. NOT HONOURING CONFIRMED BOOKINGS

Booking by HAITU that was confirmed was not honoured in full, the clients had to buy their own cleaning materials and toiletries. They had to get alternative accommodation some even sleeping on the floor. The union HAITU is now demanding a refund from SAFA.

## 9. GIVING AWAY EQUIPMENT FROM THE TECHNICAL CENTRE AS COMPENSATION TO CUSTOMERS

HAITU was given the PA and Complete Music System used at the technical centre when there are events hosted by the managers of Fortico VIP Protection Service as compensation for not fully honouring their reservation and booking.

*Our observation as the Finance and Procurement Committee is that Fortico VIP Protection Services was in a clear mission to take and loot all the money and revenue collected from the technical centre, hence they only allowed cash payments no card payments were allowed.*

*They removed all the SAFA staff that were responsible for revenue collection and engaged their own people to collect revenue.*

*They did not bank the cash takings though they were given the bank account by Mr Hluyo.*

*Fortico VIP Protection Services paid their staff from the cash takings they collected, they were paying some of the staff they appointed to replace the SAFA staff they suspended or did not allow into the technical centre daily from the takings.*

## 6 PROCESS FOLLOWED TO APPOINT THE CURRENT SECURITY SERVICE PROVIDER.

The process followed to appoint the service provider does not comply with the procurement policy of SAFA:

1. There is no evidence that three procurement sub-committees of bid specification, bid evaluation and bid adjudication were involved in the process to appoint the service provider.
2. There is no evidence that the were clear specifications supplied to the companies that applied.
3. Per the emails between Mr Modipa, CEO and CFO the evaluation or grading of applicants was done by way of interviews with no clear scoring sheet.
4. The service providers were responding to their own assessment, there was no risk assessment done by SAFA for the applicants to respond to.
5. Due diligence on the company registration documents with CIPC, tax clearance certificate for compliance with tax affairs, and the necessary competency and registration certificates required for security companies.
6. All procurement processes at SAFA are the function of the finance department, to the Finance and Procurement Committee, and final approval by NEC.

## 7 THE SERVICE PROVIDER:

Registration date:	Dinkwe Le Kwena Security and Training (Pty) Ltd is registered on 17 October 2018 with no trading as name, until to date on the CIPC the company does not have an additional trading as name.
Directors:	Company has two directors RAMOROKA, KOLOBE SALOME and TABANE, MPHOPHLO ALFRED appointed on incorporation date
Appointment of additional director:	Additional director POGGENPOEL, BRYAN GRANT appointed of 03 January 2023
Resignation of director:	Director POGGENPOEL, BRYAN GRANT resigns on 30 October 2023
Resignation of director:	Directors RAMOROKA, KOLOBE SALOME and TABANE, MPHOPHLO ALFRED both resign on 20 February 2024
Appointment of new director:	Director POGGENPOEL, BRYAN GRANT is appointed on 23 February 2023

It should be noted that on the dates from 13 November 2023 to 23 February 2023 Mr POGGENPOEL, BRYAN GRANT was not a director of the company, therefore could not have been the managing director of the company as presented in the profile presented.

## 8 ANALYSIS OF DOCUMENTATION SUPPLIED BY THE SERVICE PROVIDER – BBBEE CERTIFICATE.

Some of the various documentation submitted by the service provider do not correspond with what is in with the CIPC database.

The BBBEE Certificate number 94386864119 issued on 27 December 2023 submitted by Fortico VIP Protection does not correspond with the last BBBEE Certificate issued by the CIPC for the company. The last BBBEE Certificate issued by the CIPC for the company was issued on 15 November 2023 with certificate number 9398341425.

The BBBEE Certificate with Number 943868654119 is not authentic an certificate, it has been created, this is clearly seen when the analysis of the document properties is done.

## 9 REVENUE COLLECTED AND WITHHELD BY THE SERVICE PROVIDER.

Revenue collected at the facility from 17 December 2023 until 11 January 2024 was not deposited by Fortico VIP Protection Services into the SAFA Bank Account, this they do though the SAFA bank account was provided to them around the 19 December 2023.

Based on the certificates and documents submitted by the services provider they are not authorized to hold deposits on behalf of clients.

Until the report date the money has not be recovered by SAFA

## 10 RELATIONSHIP BETWEEN MR MODIPA AND FORTICO VIP PROTECTION SERVICES

The Finance and Procurement Committee wish to note the following:

1. Fortico VIP Protection Services officials booked at the National Technical Centre in October 2023 to go assess and evaluate the operations of the National Technical Centre.
2. All other bidders were disqualified for one reason or another which left Fortico VIP Protection Services as the sole bidder.

3. SAFA Western Cape recommended Fortico VIP Protection Services to a safety and security panel that is chaired by the chairperson of SAFA Western Cape and Fortico VIP Protection Services is the only company left standing when all other bidders are disqualified.
4. At least in two occasions that Mr Modipa attended SAFA meetings he did not use the normal SAFA transport, rather he was picked up by officials of Fortico VIP Protection Services in their Porsche Cayenne Coupe.
5. When the finance delegation that visited the National Technical Centre presented their report, Mr Modipa left the meeting but did not want to leave the report behind even after he was asked by the chairperson to do so. Mr Modipa stated that people write reports that they don't want to be seen by others and that people will be sued because of the report.
6. Mr Modipa exchange of emails with the CEO and CFO, the language on the emails is not the appropriate language that can be used by an NEC member when communicating with management.

The Finance and Procurement Committee therefore recommends that Mr Modipa be reported to the appropriate committee that must deal with behaviour and how he handled this whole issue related to the procurement of the security contractor.

## 11 RECOMMENDATIONS OF THE FINANCE AND PROCUREMENT COMMITTEE

1. The contract with Fortico VIP Protection Services be allowed to run until 29 February 2024, as per NEC resolution only if they meet the condition stated below, otherwise it should be terminated with immediate effect, the conditions are:
  - a. They are accountable to the CEO of SAFA
  - b. They deposit all the money they collected into a SAFA bank account and submit a report to SAFA on all takings.
  - c. Comply with instructions and directives in relation to access control from management.
  - d. Contract value be limited to a maximum increase of 10% on the previous contract.
  - e. All documents that they have submitted must be authentic and not fraudulent.
2. Fortico VIP Protection Services be reported to all the appropriate bodies for submitting fraudulent documents and information to SAFA, and for taking revenue meant for SAFA and refusing to pay it into SAFA's bank account including opening of a criminal case against them on this matter.
3. Mr Modipa be reported to the appropriate committee that must deal with behaviour and how he handled this whole issue related to the procurement of the security contractor.
4. Mr Modipa proximity and relationship with Fortico VIP Protection Services and its officials be investigated by the appropriate body at SAFA.
5. Mr Modipa be reported to appropriate committee for giving authority to Fortico VIP Protection Services to run and operate the National Technical Centre.
6. Mr Modipa issue a letter of apology to the SAFA NEC for getting the association involved with this company (Fortico VIP Protection Services)

## 12 CONCLUSION

The following can be stated about the appointment and operation of the security service provider.

1. The process followed to appoint did not comply with the SAFA Procurement policies.
2. The bidding process was not consistent to all bidders, it is evident that Fortico VIP Protection Services had information other bidders did not have.

3. The process that Provincial Chairpersons must recommend companies is against the procurement policy of SAFA, and against the principle of doing business fairly and equitably, keeping all procurement processes open to the public.
4. Assessment of the facility only done by one bidder.
5. The CIPC documents are not consistent with the company profile submitted including the B-BBEE certificate.

This company had one thing in mind to loot as much money out of SAFA, their main aim was to run the SAFA Technical Centre, including taking care of the bookings, sales, maintenance and all the operations of the facility.

Their biggest risk they were bringing to SAFA was the promise to buy certain specialized equipment including cameras that are overpriced, their commitment to increase revenue at the National Technical Centre to more than R10 Million is not feasible and was not documented. The evidence of their operations when they were in total control of the National Technical Centre from around 16 December 2023 to 13 January 2024 is that of destruction, the swimming pools were not maintained, there were no cleaning materials and inventory, the security had deteriorated to that point that was massive loss of equipment and furniture from the rooms like television sets and decoders, and linen.

### 13 SUPPORTING DOCUMENTATION

Supporting documentation is available to support the date stated in the report, from CIPC company registration documents, documents submitted by Fortico VIP Protection Services, and emails.

It should be noted we did not get copy of the bid specification, bid evaluation and bid adjudication reports including the minutes and attendance register of these meetings.



**South African Football Association (SAFA)**

Ms Lydia Monyepao  
General Secretary  
Johannesburg

Cairo, 27 May 2024

**RE: Appointment of an Independent Committee to Investigate the Raid of the SAFA Headquarters by the Hawks Serious Commercial Crime Investigation Unit**

Dear Madam,

I refer to the above matter and acknowledge receipt of the SAFA Report dated 22 March 2024 regarding the raid by the Hawks Serious Commercial Crime Investigation Unit on Friday 8 March 2024 in connection with allegations of fraud amounting to R1.3m linked to the SAFA President Dr Danny Jordaan.

As part of our ongoing commitment to maintaining integrity and good governance within African football, we wish to inform you that CAF has appointed an independent committee of experts to investigate whether SAFA and its President Dr Danny Jordaan violated or breached the CAF or FIFA Statutes and Regulations. The aforementioned Independent Investigation Committee is composed of the following persons:

1. Mr. Dieudonné Happi, attorney at law, Cameroon
2. Mr. Tembeka Ngcukaitobi, attorney at law, South Africa
3. Mr. Jean Samuel Leuba, attorney at law, Switzerland

This investigation is being carried out in accordance with the CAF Disciplinary Code, the CAF Statutes and all other enabling CAF and FIFA regulations; and the parties involved will have opportunities to present their evidence and testimonies.

To facilitate the investigation, we kindly request that SAFA provide all available documents and records related to the following:

1. The engagement and procurement process of Grit Communications (PTY) Limited.
2. The engagement and procurement process of Badger Security Services.
3. Financial statements and records reflecting payments made to the aforementioned companies.
4. Copies of all documents and communication exchanged with Grit Communications Limited and Badger Security Services.
5. Any additional documentation or information pertinent to the allegations.



Please be advised that all investigations are covered by confidentiality. SAFA is therefore requested to respect this confidentiality by not communicating any information related to the investigations to third parties.

We emphasize that this investigation is intended to contribute to a fair and transparent process without any presumption of guilt, ultimately leading to either the acquittal or charging of SAFA, its President, Dr Danny Jordaan and/or any other SAFA members.

I kindly request SAFA to provide the CAF Administration with the aforementioned documents by **Monday, 3 June 2024**.

Yours sincerely,

**CONFEDERATION AFRICAINE  
DE FOOTBALL**

A handwritten signature in black ink, appearing to read 'Felix Majani'.

Felix Majani  
Director of Legal Affairs

<https://www.cafonline.com/inside-caf/news/caf-is-concerned-about-the-respect-and-image-of-football-in-south-africa-following-the-raid-by-hawks-serious-commercial-crime-investigation-unit-on-safa-headquarters/>

## **CAF is Concerned about the Respect and Image of Football in South Africa following the raid by Hawks Serious Commercial Crime Investigation Unit on SAFA Headquarters**

Published: Saturday, 16 March 2024

The Confédération Africaine de Football (“CAF”) is concerned about the respect and image of football in South Africa, following the raid by the Hawks Serious Commercial Crime Investigation Unit on the South African Football Association (“SAFA”) Headquarters.

CAF is looking into this matter based on and in accordance with the CAF and FIFA Statutes and Regulations and has requested SAFA to provide CAF with a Report, indicating that SAFA and its President, Dr Danny Jordaan at no stage and under no circumstances, violated or breached the CAF and FIFA Statutes and Regulations.

Whilst the allegations made by the Hawks Serious Commercial Crime Investigation Unit are serious, in line with international legal principles and jurisprudence, SAFA and Dr Danny Jordaan are presumed to be innocent until an appropriate Judicial Body concludes otherwise.

CAF has also requested SAFA to provide it with any other information or facts which SAFA and Dr Danny Jordaan would like to bring to the attention of CAF.

For further inquiries, please contact: [communications@cafonline.com](mailto:communications@cafonline.com)

**CAF | Communication Department**

**IN THE HIGH COURT OF SOUTH AFRICA**

**KWAZULU-NATAL LOCAL DIVISION, DURBAN**

**CASE NO: 7136/2017**

In the matter between:

**AMANZIMTOTI FOOTBALL CLUB** **Applicant**

and

**CEDRICK BONKE BUTHELEZI N.O.** **First Respondent**

**MAGEBA WARRIORS FOOTBALL CLUB** **Second Respondent**

**PROVINCIAL EXECUTIVE COUNCIL:  
KWAZULU-NATAL PROVINCE** **Third Respondent**

**SOUTH AFRICAN FOOTBALL ASSOCIATION  
(SAFA) ETHEKWINI REGION** **Fourth Respondent**

**SOUTH AFRICAN FOOTBALL ASSOCIATION  
(SAFA)** **Fifth Respondent**

**FERRY UNITED F.C.** **Sixth Respondent**

**ELEVEN EXPERIENCE FC** **Seventh Respondent**

---

**CONSENT ORDER**

---

TO: **REGISTRAR OF THE HIGH COURT  
DURBAN**

KINDLY TAKE NOTICE that parties herby file their consent order in the following terms:

1. The Arbitration Award by Adv Bonke Buthelezi is hereby nullified
2. The PEC KZN (third respondent) and SAFA (Fifth respondent) will pay the cost of the application under case number **7136/2017, the one paying and other to be absolved.**
3. The Applicant ( Amanzimtoti FC ) will proceed to play in the play offs on Group C with the teams as allocated in that group.
4. The Applicant hereby uplifts and withdraw the court interdict which interdicted the 2017 play offs under case number 7136/2017 subject to the fullfilment of the condition 1,2 and 3 above.

**DATED AT DURBAN ON THIS 12<sup>TH</sup> DAY OF SEPTEMBER 2018.**

---

**DUMA ATTORNEYS  
APPLICANT'S ATTORNEYS  
300 ANTON LEMNBEDE STREET  
SUITE 602 DELTA TOWERS  
DURBAN  
Ref: Ms Duma  
Tel: 031 - 301 0678  
Cell: 082 662 6305**

---

**(signature) duly authorised to sign  
for and on behalf of Third Respondent**

---

**FULL NAMES**

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**(signature) duly authorised to sign  
for and on behalf of FIFTH Respondent**

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**FULL NAMES**

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**(signature) duly authorised to sign  
for and on behalf of APPLICANT**

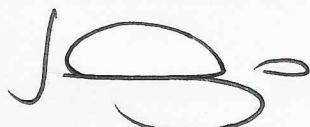
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**FULL NAMES**

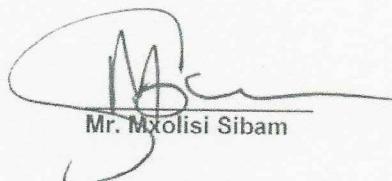
## ASSIGNMENT CONTRACT

1. The parties to this contract are:-
  - 1.1 The South African Football Association (Assignor), and
  - 1.2 Mr. Mxolisi Sibam (Assignee) ID: 660517 5813 088
2. The parties agree as follows:-
  - 2.1 This is a limited assignment contract for the period of 1 February 2020 until 31 July 2020.
  - 2.2 The Assignment entails the execution of the Assignee's tasks in The Office of the CEO which assignment shall be carried out as directed by the Association or any other designated structure.
  - 2.3 In return for the services rendered by the Assignee, the Assignor shall compensate the Assignee at an all-inclusive amount of R3000,00 (Three Thousand Rand only) per day total cost to company.
3. The Assignee agrees to be bound by the standard SAFA Code of Conduct
4. Your Key Focus Areas are as follows:
  1. Assessment and analysis of all process and procedures with a focus on cost saving.
  2. Assessment and analysis of expenditure in order to ensure cost saving.
  3. Establishment of the merchandise store.
5. This Contract constitute the whole agreement between the parties as to the subject matter hereof and no agreement representation or warranties between the parties regarding the suspect matter hereof other that those set out herein are binding on the parties.

SIGNED at Johannesburg on 25 day of April 2020



duly authorized: SOUTH AFRICAN FOOTBALL ASSOCIATION



Mr. Mxolisi Sibam

**Transcript of the Statement from the letter reportedly coming from the SAFA CEO and read by Advocate Norman Arendse SC:**

"My Lady, this is the letter that was sent. It was procured earlier and passed on to my instructing attorney. It is dated 10 December, and it originates from the office of the CEO of SAFA.

The letter states:

*'This letter serves to confirm that the South African Football Association (SAFA) is not a complainant in the matter between the National Prosecuting Authority and Dr. Daniel Jordaan. Mr. Trevor Neetling, Mr Gronnie Hluyo and Grit Communications.'*

It further reads:

*'The complainants in this matter are disgruntled former executive committee members and staff employees who have no legal right to represent SAFA in these proceedings. They have acted in their personal capacities outside the ambit of SAFA.'*

Additionally, the letter specifies:

*'Both Dr. Jordaan and Mr. Hluyo will be covering their own legal costs for this matter. SAFA will not be paying any of the legal costs or any costs associated with these proceedings.'*

**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**GRIT COMMUNICATION (PTY) LTD**

First Floor Oxford Gate Bldg Hyde Lane Office Park, Johannesburg  
(hereafter referred to as "the Agency")

**AND**

**SOUTH AFRICAN FOOTBALL ASSOCIATION**

SAFA House, Nasrec, Johannesburg  
(hereafter referred to as "the Client")

## **1. SCOPE OF WORK**

The duties of the Service Provider are, inter alia, the following:

### **Full Service Public Relations and Communication**

GRIT PR will promote the Client and its activities by providing services listed below.

#### **1. PR Plan & Strategy**

A PR plan is to be compiled for the Client which is aligned with overall marketing and communication strategy. This plan is to be revised when necessary and serve as a working document incorporating traditional news, hybrid media; owned media and social media.

#### **2. Content Generation and Publicity Generation**

All press release writing and compiling of articles, photographs, graphics to distribute to the news media and or own digital platforms include social media platforms.

#### **3. Media Networking Sessions / Press Events**

One-on-one meetings are to be arranged between key media and the Client. These sessions are to be discussed and planned and media to be selected carefully in line with the overall PR plan.

#### **4. Managing General Earned Media queries and Media Interviews**

All general media queries are to be handled by the service provider. All media responses necessary will be compiled and distributed when and if necessary to media.

#### **5. Social Media Support**

A Social media strategy will be designed and appropriate platforms will be managed to further enhance the image of the client.

#### **6. Meetings**

Status meetings are to be held monthly and dates are to be arranged in advance.

#### **7. PR Reports**

Monthly PR reports are to be compiled for the Client. A media monitoring service is to be used for this purpose.

## **2. TERM OF APPOINTMENT**

This agreement shall commence on 1 October 2017 and continues until 30 September 2018 (12 Months). Thereafter the parties will have the option to extend the contract for a subsequent period if they so agree.

## **3. COMPENSATION FOR SERVICES:**

The Service Provider will be entitled to invoice the client on a retainer basis for professional services at a rate of R80,000 per month

The Service Provider will invoice the Client with regard to fair advance notice, in order that the above payment dates can be met. The Service Provider will bill the client for any additional hours completed at the client's request should these extra hours exceed 15% of the monthly billable hours.

In the event that the Service Provider's account is not settled within 30 days, the Service Provider will be entitled to charge interest at the ruling prime overdraft rate of the Service Provider's bankers from time to time, on all outstanding amounts.

## **4. APPROVALS**

Before executing any idea, plan, programme or campaign etc, the Service Provider shall obtain the Client's written approval thereof on a cost estimate for the project or campaign. The Client's written approval of copy and layouts and cost estimates will constitute authority to disseminate material.

## **5. AD HOC SERVICES**

Ad Hoc services are those that may be provided over and above the retainer agreement. These services will be charged for by mutual agreement, in advance. The charge may take the form of an agreed fee, based upon the anticipated hours and Service Provider resources that will be required to complete the project. These include but are not limited to:

- 5.1 Graphic design on projects;
- 5.2 Photography; videography and editing;
- 5.3 SEO and analytic and media monitoring reports;
- 5.4 Event Management;
- 5.5 Experiential Marketing

These charges will be based upon time utilisation, as agreed between the Service Provider and Client.

## **6. OUT OF POCKET EXPENSES**

These will be charged to Client at nett cost only (no mark-up). These costs include, but are not limited to:

- International telephone and fax charges
- Postage, freight and courier services.
- Travel and accommodation expenses incurred on the Client's behalf.
- Legal costs incurred on the Client's behalf.
- Studio materials used specifically for the Client

## **7. CHANGE OR CANCELLATION**

In the event of the cancellation of a campaign/project, the circumstances of which are outside the Service Provider's control, the Service Provider will be entitled to charge a fee for the work completed up to the date of cancellation. This fee will be based upon agreed time charges and any outside costs incurred.

In the event of the Client materially changing the previously agreed strategy/brief of a campaign/project, the Service Provider will be entitled to charge a fee for the work completed up to the date of the change, and for any media time or space charges committed which cannot be cancelled without penalties.

## **8. CONFIDENTIALITY AND RESPONSIBILITY FOR CLIENT'S PROPERTY**

The Service Provider acknowledges and agrees that it will not publish, communicate or otherwise disseminate any information which is considered as confidential, without prior written permission from any director of the client.

The aforementioned confidentiality obligation does not encompass information which is public or in the public domain, or if the Service Provider is required to disclose information by any law or order of the court

The Service Provider will safeguard communication materials in its possession, but it is understood that the Service Provider will not be responsible for their loss, damage or destruction, except where this is due to the Service Provider's gross negligence.

## **9. SERVICE PROVIDER LIABILITIES**

Client will not have action of any nature whatsoever against the Service Provider in respect of any legal proceedings against the Client arising out of any communication approved by the Client and disseminated by the Service Provider where the legal proceedings are based upon any representation in or other content of the communication in question which is based on any information, knowledge or material whatsoever obtained from the Client and used by the Service Provider in good faith.

## **10. SERVICE PROVIDER APPRAISAL**

From time to time at the discretion of the client the Service Provider's performance will be reviewed with a view to meeting the obligations of the Service Provider as described in the scope of work.

In the event that the Client become dissatisfied with the Service Provider to such an extent that it considers termination, the Client shall furnish the Service Provider with a formal, written warning of 30 (thirty) days, which warning shall include details of its dissatisfaction. During the aforementioned 30 (thirty) day period, the Service Provider will use its best endeavours to correct the situation that gave rise to the necessity for a warning to be issued.

Upon the expiry of the 30-day period, the Client will have the right to take any action it deems fit, ie it may continue its normal relationship with the Service Provider in terms of the Agreement with the Service Provider or it may enforce its rights in terms of the termination procedures set out in clause 11 of this Agreement.

## **11. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party on 60 (sixty) calendar days' notice given in writing, to the other party. The rights, duties and responsibilities of the Service Provider will continue in full force during the period of notice.

The Service Provider will be entitled to all income during the notice period with regard to any work briefed by Client and the resultant media commission on that work. Upon termination of this contract, the Service Provider shall transfer, assign and make available all property and materials in the Service Provider's possession belonging to and paid for by Client.

The Service Provider also agrees to give all reasonable co-operation towards transferring, with approval of third parties in interest, all reservations, advertising space, television, radio and cinema time or materials yet to be used, and all rights and claims thereto and therein, upon being duly released from the obligation thereof.

## **12. GENERAL**

This agreement constitutes the entire agreement and may not be varied or cancelled unless in writing, and signed by both parties. Any indulgence granted by either party to the other shall not be construed as amounting to a waiver of any of the aggrieved party's rights.

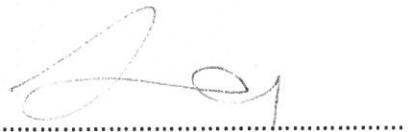
Should either party breach any of the terms of this agreement and remain in breach after 14 days written notice to remedy such breach, the aggrieved party shall be entitled to cancel this agreement without prejudice to claim and recover any amount, including damages from the other party.

The Service Provider hereby chooses its domicilium et executandi the address situated at:

First Floor Oxford Gate Building, Hyde Lane Office Park, Hyde Park Johannesburg.

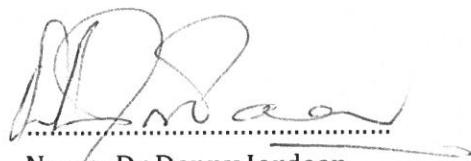
Thus done and signed at SAFA HOUSE on this the 01 day of OCTOBER 2017

For GRIT COMMUNICATION



Name: Trevor Neethling  
Designation: Managing Director

For: SA FOOTBALL ASSOCIATION



Name: Dr Danny Jordaan  
Designation: President

WITNESSES:

1. Thaleyi

2. Doi

FIN



The Directors  
The South African Football Association  
76 Nasrec Road  
SAFA House  
Nasrec  
Johannesburg  
2000

10 July 2019

Dear Sirs

**Resignation as auditors of the South African Football Association & Group (“SAFA”)**

PricewaterhouseCoopers Incorporated’s risk management policies and procedures provide that we, from time to time, perform client and engagement acceptance procedures on existing clients, to evaluate whether, as a firm, we are accepting an appropriate level of risk in continuing with a particular engagement or client.

Following recent developments, we have performed such updated assessments, and regrettably, have determined that we have no other option but to resign as auditors of SAFA the with immediate effect.

We will work with you to ensure a smooth handover to our successor auditors and wish you well with your future endeavours.

Yours faithfully



**P Mothibe**  
**Director**

*PricewaterhouseCoopers Inc., 4 Lisbon Lane, Waterfall City, Jukskei View, 2090  
Private Bag X36, Sunninghill, 2157, South Africa  
T: +27 (0) 11 797 4000, F: +27 (0) 11 209 5800, www.pwc.co.za*

Chief Executive Officer: LS Machaba  
The Company's principal place of business is at 4 Lisbon Lane, Waterfall City, Jukskei View, where a list of directors' names is available for inspection.  
Reg. no. 1998/012055/21, VAT reg.no. 4950174682.



The Directors  
The South African Football Association  
76 Nasrec Road  
SAFA House  
Nasrec  
Johannesburg  
2000

16 March 2020

Dear Sirs

**Resignation as auditors of the South African Football Association & Group (“SAFA”)**

Our letter dated 10 July 2019 refers.

Following representations by the SAFA Executive we agreed to continue as auditors for the 2019 financial year, which work has now been finalised. SAFA has requested us to reconsider our resignation and to accept appointment as auditors for the 2020 financial year.

Regrettably, in accordance with our firm’s risk management policies and procedures, we remain of the view that resignation as auditors is appropriate and that we are unable to continue as auditors of SAFA with immediate effect.

We will work with you to ensure a smooth handover to our successor auditors and wish you well with your future endeavours.

Yours faithfully

A handwritten signature in black ink, appearing to read 'P. Mothibe'.

**P Mothibe**  
**Director**

*PricewaterhouseCoopers Inc., 4 Lisbon Lane, Waterfall City, Jukskei View, 2090  
Private Bag X36, Sunninghill, 2157, South Africa  
T: +27 (0) 11 797 4000, F: +27 (0) 11 209 5800, [www.pwc.co.za](http://www.pwc.co.za)*



## MOLEMOLE LOCAL FOOTBALL ASSOCIATION

Enq.: Z Mashaba, Tel: 065 528 9221, T Mulaudzi, Tel: 072 607 8925, Fax: 086 664 8925, Email: molemole.localfa@gmail.com

10 March 2025

To: **Office of the President  
SAFA Chief Executive Officer**

Cc: Chairperson of SAFA Membership Affairs

Dear Chief Executive Officer,

### **RE: SAFA CAPRICORN REGION ELECTIVE CONGRESS (2025)**

#### **Introduction**

I am writing this letter on behalf of Molemole Local Football Association (LFA), a member of the SAFA Capricorn Region under SAFA Limpopo. As an active participant in the region, Molemole LFA holds voting rights in the SAFA Capricorn Region Elective Congress.

On 6 February 2024, the SAFA Capricorn Region was placed under partial administration by Mr. Nconjana in a manner that contradicts the SAFA Statutes. The administration of the region was divided between Mr. Lazarus Thokwane (*President of SAFA Sekhukhune and Deputy Chairperson of the Province*) and the Provincial Executive Officer (PEO), Ms. Refiloe Khoza. Despite this deviation from SAFA's statutory provisions, LFAs, including Molemole LFA, cooperated in good faith, believing the intervention would bring stability and unity to the region. However, it has become evident that the Provincial Chairperson Mr. Jack Maluleke has been pursuing his own agenda, one that seeks to further divide the region for political motives aimed at maintaining his dominance in the province.

It is worth noting that during the meeting of 06 February 2024, Mr. Nconjana confirmed the cooption of a parallel member of Polokwane LFA (*Vincent Malatjie*), into the Regional Executive Committee. This move was clearly intended to manipulate the voting structure in favor of Mr. Jack Maluleke's agenda. By doing so, Mr. Nconjana also contradicted both his own statements and SAFA's position against parallel structures. Furthermore, this co-option was conducted in violation of SAFA's Statutes.

#### **Directive of SAFA Membership Affairs**

Key directives of Mr Nconjana as per minutes of 06 February 2025, were as follows:

- *SAFA will never tolerate the formation of parallel structures. When people are defeated in leadership positions they must work with the elected members and cooperate for the better of football development.*

**EXECUTIVE:** *Chairperson:* Mr T Mulaudzi, *Deputy Chairperson:* Mr LJ Mabitsela, Ms SP Thoka, Mr S Sebone, *Treasure:* Mr MJ Masegela. **MEMBERS:** Mr L Mahapeletja, Mr MG Modiba, Mr TT Mokgawa, Mr M Molokomme, Ms Z Mashaba, Mr M Malakalaka, Mr R Ramothwala. **HONORARY CHAIRPERSON:** Mr MC Mohlopi.

(2)

- *The Membership Affairs resolved not to put Capricorn Region under administration, instead appointed the Limpopo PEC Deputy Chairperson Mr Lazarus Thokwane and Ms Khoza Refiloe the Provincial Executive Officer to be the Coordinators of the Region.*
- *It was further noted that the Region is due for elections end of February 2024, however, the Regional elections will now be held at the end of June 2024, after all the LFAs have held their elections.*
- *All LFAs must hold their elections between February and April 2024.*

#### **LFA Elections**

In accordance with the directives of the Membership Affairs Committee and under the guidance of the Coordinators, all LFAs successfully convened their elections—except for Polokwane LFA. The elective congress faced challenges due to the existence of parallel structures, an issue that Mr. Nconjana addressed on 6 February 2024 when he confirmed the co-option of Mr. Malatjie into the REC.

It was alleged that the Provincial Chairperson instructed the Coordinators to postpone the elections on the eve of the congress. Since then (May 2024), Polokwane LFA has continued to operate with parallel structures until they were unconstitutionally merged by the Coordinators, once again under the directive of the Provincial Chairperson.

#### **Recently Collapsed Congress**

The elective congress was duly convened and constituted by Mr. Thokwane and the Provincial Executive Officer (PEO), with all four LFAs in attendance. The meeting was further attended by Mr. Andile Nconjana from Membership Affairs, SAFA COO Adv. Tebogo Motlanthe, Provincial Executive Members Mr. Jack Maluleke and Mr. Vincent Ramphago, as well as the Electoral Officer, Mr. Rampedi.

During the meetings with the Coordinators leading up to the congress, it became evident that Mr. Rampedi was appointed by Mr. Maluleke to advance his personal agenda in Capricorn and Mopani regions. Mr. Rampedi, a former Secretary of the Mopani Region, has been positioned by Mr. Maluleke as the next President of Mopani, replacing Mr. Ramphago. This move is seemingly designed to secure Mr. Maluleke's continued position as Provincial Chairperson.

It has become clear that Capricorn Region is being exploited to serve the narrow political interests of Mr. Maluleke, who claims that the SAFA President (Dr Jordaan) supports the return of Adv. Jacky Mogashoa as Regional President. This is despite Mogashoa's failure to uphold the SAFA Statutes, his leadership with two consecutive financial years with qualified financial statements, and his role in the ongoing instability within Polokwane and the region. Notably, Mogashoa, a member from Polokwane LFA, has openly endorsed and encouraged the existence of parallel structures within his home LFA to further his bid for a second term.

The elective congress collapsed after Blouberg LFA was disqualified for noncompliance, including Polokwane LFA which has never held its elective congress. Thereafter the Congress no longer formed a quorum to proceed to the elections, hence called off. It was clear in that Congress that both Mr. Nconjana and Maluleke were not impartial on how they dealt with the issue of Blouberg LFA and by how quick they disqualified the member to a point of directing them to leave the meeting room. It was a clear evidence to this allegation as other LFAs were told a night before that Mr. Maluleke said Blouberg LFA will be disqualified due to how they have nominated for this elections.

(3)

It is truly baffling that Mr. Nconjana initially stated he was attending the Congress as an appointed Observer. However, when asked to clarify the issue of gender representation for delegates, he overstepped his role and took control of the meeting. From that moment, he sidelined the Meeting Chairperson, Mr. Thokwane, and presided over the congress himself, despite his observer status until he called off the proceedings. This conduct is a deliberate violation of Articles 20.3 and 20.4 of the Regional Statutes. This was also an embarrassment for the Coordinators, who worked tirelessly to get the Region this far.

Furthermore, it was evident that Mr. Nconjana was advancing Mr. Maluleke's agenda to remove Blouberg, thereby reducing the voting power of other candidates and clearing the path for Adv. Mogashoa, as had been discussed the previous night. Despite the Coordinators confirming that they had audited the membership of all LFAs from April 2024, in line with the directive, and that this congress was a continuation, Mr. Nconjana still proceeded to exclude Blouberg from the proceedings.

Leading up to the congress, Mr. Maluleke reportedly held private meetings with selected members while attending a trip (10 February 2025) to meet with the Limpopo Government for the launch of the upcoming Bafana Bafana fixture. Allegations further indicate that he even threatened to remove certain members from the National Standing Committees should they refuse to support Adv. Mogashoa's proposed leadership lineup. It was further evident when some of these selective members were included in the LOC of the Bafana Bafana fixture as a reward for cooperating.

Another serious concern surrounding these elections was the alteration of nominations after the official closing date (as per Article 25.9), allegedly under Mr. Maluleke's directive to manipulate the candidate list in his favour. Nominations officially closed on 04 February 2025, then after the 10 February 2025 private meeting, the list was then issued on 12 February 2025. This interference became even more apparent when the Electoral Officer, Mr. Rampedi, through the PEO, released an undated and unsigned nomination list, one that we believe was amended against his will and professional integrity.

On 13 February 2025, we formally wrote to both the PEO and the Electoral Officer, requesting that the nomination list be corrected and that an official, approved version be issued in compliance with Articles 25.10 and 25.11. However, to date, we have received no response or feedback.

In light of these concerns, we respectfully request that the Electoral Officer issue a properly dated and signed nomination list, confirming it as the official and approved version.

Despite us willing to cooperate for the sake of stabilising the Region and improving the sport in the Region it is clear that Mr. Jack Maluleka is running his political campaign at the expense of both the regional and provincial instability. Ours is a quest for a stable Capricorn Region which must touch and change the life of a black child through football while fostering humanitarian gain.

### **Recommendations for a proper congress and stability**

#### **1. Remove Mr. Jack Maluleke from all election-related processes**

- His divisive actions and misuse of the SAFA President's name to eliminate other candidates are damaging the integrity and reputation of the President and the Association.

(4)

**2. Appoint a new Observer from the SAFA Membership Affairs Committee**

- Mr. Nconjana has demonstrated a lack of understanding of the Statutes or is being pressured into making biased decisions influenced by Mr. Maluleke's agenda. A neutral and knowledgeable Observer must be deployed to ensure fairness and integrity.

**3. Replace Mr. Rampedi as the Electoral Officer**

- His appointment did not follow due process and appears to be politically motivated. His impartiality is questionable, and his decision to issue an undated and unsigned nomination list suggests external pressure. A credible, independent Electoral Officer must be appointed.

**4. Allow Mr. Thokwane and the PEO to convene and run the congress independently**

- The PEC has no statutory authority to interfere in the congress. It should not play any role in the process.

**5. Ensure full participation of all LFAs in the Elective Congress**

- With Polokwane now having an elected structure, all LFAs should be allowed to participate without discrimination. The report by Mr. Thokwane and the PEO confirmed that all LFAs have complied and were part of the process. Mr. Thokwane and the PEO have already confirmed that all LFAs have complied with the requirements and were part of the process since April-May 2024.

**6. End the Provincial Chairperson's individual selection of representatives for the Bafana Bafana fixture**

- The current approach is deepening divisions not only within the region but across the province. A transparent and inclusive process must be followed.

**7. Recognize the capability of Mr. Thokwane and the PEO in delivering a fair and constitutional congress**

- As Molemole LFA, we strongly believe that Mr. Thokwane and the PEO have the necessary experience and integrity to oversee a free and fair election in accordance with SAFA statutes.

We shall await your response and reaffirm our commitment to cooperating with all constitutional processes. However, we reserve our rights to challenge any unconstitutional actions within the statutory framework.

We trust this matter will receive your urgent attention to ensure compliance and accuracy in the election process.

Warm Regards,



**Zanelle Mashaba**  
Local Secretary  
**Molemole Local Football Association**



## BLOUBERG LOCAL FOOTBALL ASSOCIATION

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12 March 2025

To: Ms Lydia Monyepao  
SAFA Chief Executive Officer

Cc: Chairperson of SAFA Membership Affairs  
Adv. Tebogo Motlanthe

From: Mr William Mosena  
Blouberg LFA – Local Secretary

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### **RE: COMPLAINT AND UNCONSTITUTIONAL PROCEDURE FOR CAPRICORN REGION ELECTIVE CONGRESS**

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#### **1. Background Information**

- Blouberg Local Football Association (BLFA) held its elective congress on 27 October 2021 before National Membership Affairs Committee issued its directive on 6 February 2024 to demand the Local Football Associations (LFAs) to hold their elective congresses with assumption that the committee would align the LFAs and the Capricorn Regional Executive Committee terms of office. In terms of Blouberg LFA Statutes the term of its office will lapse at the end of October 2025.
- The Capricorn Region term of office lapsed in February 2024.
- Based on aforementioned National Membership Affairs Committee's directive, the four (4) LFAs were given until April 2024 and the Capricorn Region given until June 2024 to hold their elective congresses.
- The SAFA Limpopo Provincial Deputy Chairperson, Mr. Lazarus Thokwane and Provincial Executive Officer, Ms. Refiloe Khoza were tasked by the National Membership Affairs Committee to run with both LFAs and the Regional election processes.
- Although the LFAs were not part of the meeting held on 6 February 2024, they agreed to adhere to the call of the committee.
- Lepelle - Nkumpi LFA, Molemole LFA and Blouberg LFA held their elective congresses as planned by the National Membership Affairs Committee and Polokwane LFA's elective congress was indefinitely postponed until the LFA was afforded opportunity to establish its interim governance structure.

## **2. National Membership Affairs Committee `s instruction**

- Although the LFAs were aware that the directive in question is not constitutional and not in line with the LFA Statutes, the LFAs respected the decision and did as they were instructed.
- The instruction was clear to both Mr. Thokwane and Ms. Khoza that elective congresses for LFAs should be held by April 2024 and the Regional elective congress should be held by June 2024.

## **3. Blouberg LFA disrupted elective congress and dispute**

- Blouberg LFA held its elective congress on Saturday, 27 April 2024 and it was disrupted by interference of regional observers when they circulated messages of advice to some of their favourable members. The congress was then postponed by Mr. Thokwane and Ms. Khoza in consultation with LFA.
- The elective congress was reconvened on Saturday, 11 May 2024.
- Blouberg LFA appointed Mr. Russel Panyane as its electoral officer and the election took place without disruption.
- Immediately after the casting of votes, the electoral officer requested from the football clubs representatives (members) to assist in counting the votes.
- After counting the votes, the outcomes of the election were presented and accepted by members present in the hall.
- Later the dispute was lodged mainly citing the interference of Ms. Khoza in the election process as observer, and the dispute committee was appointed chaired by Mr. Monde and including Mr. Donald Rampedi and Ms. Nurse Phasha (Lepelle - Nkupi LFA newly elected member).

## **4. Provincial and Regional Campaigns and Sowing of divisions in both Region and LFAs**

- Appointment of Mr. Thokwane and Ms. Khoza was appropriate step and direction to take in order to accommodate candidates in involving in their campaigns until such time the LFAs realized that they are not only dealing with the matter of regional elective congress but alignment of positions that would influence the provincial structure.
- The issue of provincial positions impacted negatively to equitable electoral system and resulted in creating funded strategy to negatively campaign other candidates and resulted in critical divisions on lower level structures like LFAs.

## **5. Collapsed Regional Congress and expulsion of Blouberg LFA**

- The Regional elective congress was scheduled for Sunday, 16 February 2025 at Zororo Lodge in Polokwane.
- Mr. Donald Rampedi was appointed the electoral officer.
- The Congress was called and constituted by Mr. Thokwane and Ms. Khoza and was duly attended by all four LFAs, Mr. Andile Nconjane (Membership Affairs Committee), Adv. Tebogo Motlanthe (COO), Mr. Jack Maluleke (Provincial Executive Committee Chairperson) and Mr. Vincent Ramphago (National Executive Committee).
- The elective congress collapsed after Mr. Nconjana (observer) has removed Blouberg LFA from the congress room and Polokwane LFA failed to participate as represented by non elected body in the congress.

## **6. Serious allegation labeled against the Limpopo Provincial Executive Committee Chairperson**

As much as the LFAs respect the Chairperson, Mr. Maluleke they may not overlook the seriousness of the information Mr. Maluleke was part of like:

- His attempt to collapse the Blouberg LFA elective congress and appointing his people to adjudicate in the dispute committee to influence the outcome of the committee.
- His stance in articulating what is known as President Jordaan 's mandate to prefer Mr. Jacky Mogashoa as the incoming Capricorn Region President.
- His involvement in secret meeting with members of the LFAs to push his political agenda.
- His involvement in appointing electoral officer, Mr. Donald Rampedi to help him achieve his wish list of candidates.
- His involvement in changing the nomination list to suit his agenda.
- His involvement in using national resources including placing people in portfolios or activities of Bafana Bafana game to secure their votes.
- His involvement in removing Blouberg LFA from congress room using Mr. Nconjana to carry his plan.
- His involvement in providing Polokwane LFA a second chance in going through their elective congress to produce appointed members as winners to enable his plan of electing Mr. Mogashoa as President.

## **7. Conclusion**

- The Membership Affairs Committee meeting held on 6 February 2024 was never a plan to bring stability in the region but only strategy to collapse strong governing structures of the LFAs and to replace them with hungry and puppet members that would be easily support concocted plan.
- The election process was placed under severe attack when the process was placed under untrustworthy and disloyal members who find in the process the only way of protecting their interests in expense of football development.
- Currently the LFAs are in state of chaos trying to fix what was planned by the people they trusted being divisions and mistrust among the members of the LFAs.
- There were lot of activities related to the elective congress that took place in the dark and all were not good for the development of football.
- As much as we trust internal remedies designed to curb issues between members the Membership Affairs Committee impacted negatively on those remedies and attempted to erode the trust the members have on implementation part of the remedies.
- It is evident that the elective congress was never kicked off as result of the collapsed structure running the process.

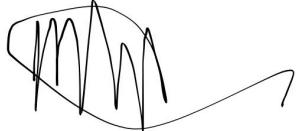
## 8. Recommendations

We recommend:

- Possible establishment of the interim structure made of the Provincial Executive Officer, Regional Administrator and Local Executive Officers who will not be part of political campaigns to prepare the regional election without political hindrance.
- The established structure should approach law firm for appointment of the Electoral Officer.
- The National Office should investigate the possible allegations labeled against the members of the NEC and Membership Affairs Committee in terms of their involvement that resulted in the collapsed elective congress and recommend possible sanctions should the findings resulted in their implications.

We shall wait for your response and pledge our cooperation to all constitutional processes and reserve our rights to challenge all unconstitutional processes within the statutory framework.

Warm Regards,

A handwritten signature in black ink, appearing to read 'W Moseña', with a stylized, wavy line extending from the end of the signature.

**W Moseña**

Secretary

Contact numbers: 064 967 1259 / 063 124 1741 /

bdsgroup382@gmail.com

**Local Executive Committee:** MANYEKWANE Isaac (Chairperson), BALE Abel (1<sup>st</sup> Deputy Chairperson), MABORALA Lordwick (2<sup>nd</sup> Deputy Chairperson), MORUNE Martha (3<sup>rd</sup> Deputy Chairperson), MOSENA William (Secretary), NGOEPE Machuene (Treasurer), SEROMOLA Boldwin, MAOTO Godfrey, BOLOKA Victor, MAPUTLA Hendrick, MOLEPO Godfrey, MAGOSI Moses and LEBOHOH Johannes