



INVITATION TO TENDER – EXTENSION OF EOI

Suitably qualified, experienced and fully registered entities are hereby invited to tender for the following services to Debswana Diamond Company (Pty) Ltd:

No.	RFP No.	Description
01.	TBA	Service and Maintenance of Mining Shovels at Orapa Mine

To participate in the RFP, prospective bidders are required to pay a non-refundable fee of P1,140.00 (inclusive of VAT) and send proof of payment by email to ktebape@debswana.bw indicating their interest to participate in the RFP. Bidders will then be invited to participate through SAP Ariba platform (see instructions below on how to register on SAP Ariba). The deadline for paying for the RFP and registering interest to participate is **17th December 2021 at 5pm.**

Note: Prospective bidders who have not paid for the RFP and registered interest to participate by the above deadline will not be invited to participate in the RFP.

Payment shall be made to;

Bank Name: Stanbic Bank
Account Name: Debswana Shared Services
Account Number: 906 000 129 5085
Branch: Fairgrounds

1.0 BRIEF

Suitably qualified and experienced service providers are invited to submit a proposal for service and maintenance of 02 (two) no. mining shovels at Orapa mine for a contract period of 3 years.

The scope shall cover the following machines for Orapa mine:

No.	Make	Model	Quantity
1.	Komatsu	PC8000	01
2.	Liebherr	R9800	01

Summary of Scope of Services:

- Execution and management, of Planned Corrective, Predictive and Preventative Maintenance;
- Positively contribute to the work management processes, including planning for periodic maintenance, defects elimination and shutdown planning;
- The provision of appropriate Resources (labour and other assets) to provide the Services;
- Comprehensive product support, including technical support;



- (e) Periodically review performance of services to assure maintenance effectiveness, determine training needs and continuously improve quality of maintenance services.
- (f) Reactive Maintenance which includes Emergencies/breakdowns, Unplanned Maintenance and accident Damages.

The detailed scope of services is available for download at (<http://www.debswana.com/Supply-Chain/Pages/Current-Public-Tenders.aspx>). Prospective bidders are urged to familiarise themselves with the extent of the scope before paying to participate in the RFP.

2.0 PRE-REQUISITES TO PARTICIPATE IN THE RFP:

Prospective bidders shall have the following as a minimum:

1. Botswana based entity*
2. At least 5 years' experience in the maintenance of various brands of heavy mining equipment

*Preference will be given to citizen owned companies as per Debswana Citizen Economic Empowerment Policy.

3.0 SITE VISIT:

Prospective bidders are required to attend **Compulsory Site Visits** in order to familiarize themselves with the sites, the scope of works and the conditions under which the services are to be executed. The site visit shall be held on 21st of December at Orapa Mine from 08:00hrs. Details of the site visit (including security clearance requirements and COVID-19 compliance requirements) will be shared with bidders who have registered to participate in the RFP prior to the date of the site visit.

Prospective bidders are required to ensure completion of the required entry permit application process and COVID-19 compliance requirements, then arrange their own transport, meals and accommodation. Prior Security Clearance is a pre-requisite to entering all the Mines and application for clearance should be lodged at least 48hrs before the specified site visit dates and details shall be shared with interested bidders.

4.0 TENDERING ON ARIBA

Debswana has adopted SAP Ariba – an online bidding and supplier management solution for all its tendering and supplier registration requirements. Bidders who wish to participate in this tender will need to log onto SAP Ariba.

Tenderers will have to complete the following steps in the Debswana SAP Ariba platform:

Part 1: Registering as a vendor on SAP Ariba

To participate in any event on SAP Ariba, a supplier will need to be registered on SAP Ariba and have a valid SAP Ariba Network Supplier account and profile by following the steps below:

1. Go to Debswana SAP Ariba self-registration page:
(<https://s1-eu.ariba.com/Sourcing/Main/ad/selfRegistration/?realm=debswana>)
2. Initiate Account Registration
3. Complete account registration
4. Once you have a SAP Ariba Network Supplier Account and access credentials, proceed as per Part 2 below:



Part 2: Indicating Interest to Participate in the RFP (for Ariba Registered Suppliers)

1. Send proof of payment to ktebape@debswana.bw
2. Debswana will invite you to participate in the RFP and you will receive an email from SAP Ariba with a link to the RFP

Submission

Bidders are required to submit their respective bids on or before the **14th January 2022 at 16:00hrs** through the Debswana SAP Ariba platform as per the instructions to be provided in the RFP.

Offline proposals and proposals received via telephone, telex, email or facsimile will not be considered. Debswana reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any portion of any tender.

Any enquiries please contact K. Tebape at ktebape@debswana.bw

This tender notice can also be viewed at: <http://www.debswana.com/Supply-Chain/Pages/Current-Public-Tenders.aspx>

SCOPE OF SERVICE
for
MAINTENANCE AND SERVICE OF
SHOVELS AT ORAPA MINE

RESPONSIBLE PERSONS

NAME / JOB TITLE		
Name	Signature	Date
Phillip Lizwe Nalebomo		
Moshe Modiakgotla Section head/Manager		
Lefoko Sethoko Responsible HOD		

AUTHOR/S

NAME / JOB TITLE
Phillip Lizwe Nalebomo Reliability Coordinator

ACCEPTED BY CONTRACTS SECTION

NAME	SIGNATURE	DATE
(Insert Name) (Job Title)		

1. SCOPE of SERVICES

1.1 Maintenance and Support Services – General Requirements

- a) Execution and management, of Planned Corrective, Predictive and Preventative Maintenance;
- b) Positively contribute to the work management processes, including planning for periodic maintenance, defects elimination and shutdown planning;
- c) The provision of appropriate Resources to provide the Services;
- d) Comprehensive product support, including technical support;
- e) Periodically review performance of services to assure maintenance effectiveness, determine training needs and continuously improve quality of maintenance services.
- f) The provision of Parts and Components required to execute the Services;
- g) Management of Components;
- h) Reactive Maintenance which includes Emergencies/breakdowns, Unplanned Maintenance and accident Damages.

1.1. Introduction

1.2 Background

- a) The Purchaser operates three diamond mines in Orapa, Letlhakane and Damtshaa.
- b) The Purchaser is committed to mining safely, optimally and responsibly, as well as making a meaningful contribution to the development of communities around its mines and the nation at large.
- c) The Purchaser has acquired various Equipment from the Supplier and utilizes these across its mining operations.
- d) The Purchaser requires on-going maintenance and support services by the Supplier to ensure safe operation and maximum availability of the Equipment.

1.3 Purpose Statement

- a) Achieve a safe working environment by pursuing a zero harm aspiration.
- b) To have access to extensive mining product application knowledge that the supplier possesses;
- c) Achieve the lowest possible Life Cycle Costing (LCC) that is considered a benchmark within the industry in an ethical and sustainable manner;

- d) Continuously drive high performance in equipment performance (availability, reliability and unscheduled vs. scheduled interventions) and acquire the appropriate skill and knowledge through the contract in support of achieving these objectives and to establish a low risk environment;
- e) Establish a continuous improvement culture in which all parties work together to secure the best possible outcomes for the benefit of both parties.
- f) Create shared value for the partnership and extend the same to the communities that we operate in

1.4 The Parties Acknowledge

- a) The intent of this Agreement is stated in 1.3 above
- b) that they have agreed to work productively and cooperatively to achieve and exceed the objectives of the Agreement;
- c) the Agreement will be applicable to the Contract between the Purchaser and the Supplier until the rights and obligations in terms of this Contract are finally terminated;
- d) The General Scope of Services shall be amplified in detail in the Specific Scope of Services contained in the related Sub-Agreements under this contract
- e) that achieving of the foregoing is dependent on a mutual sharing of responsibility relating to all issues, which impact on the Maintenance and Support Services in line with the related Sub-Agreements
- f) The Parties undertake to exhibit utmost good faith to the other and to co-operate to give effect to the import and intent of this contract.

1.2. Physical Location

The site is Orapa Blue Area Earthmoving Workshops.

2. DOCUMENTS AND REFERENCES

2.1. Specifications

- a) Unless specified otherwise in the Contract, the Supplier must supply to the Purchaser maintenance documents under the Contract, together with one electronic copy.
- b) Inspection or review by the Purchaser of any drawings, plans or specifications supplied by the Supplier does not constitute an approval, endorsement, or acknowledgment by the Purchaser that the drawings, plans or specifications, or the Maintenance Services or Materials to which they relate, comply with the Contract

2.2. Documents provided by Debswana

Any documents provided by the Purchaser to the Supplier remain the property of the Purchaser and must be returned on notice from the Purchaser.

2.3. Documents required from the Contractor

- 2.3.1. Provision of full particulars of previous experience gained in work of similar nature to that called for
- 2.3.2. Provision of relevant CV's for key personnel (Certificates)
- 2.3.3. Attendance of Site meeting and visits
- 2.3.4. Provision of method statement
- 2.3.5. SHE plan
- 2.3.6. Tax clearance certificates
- 2.3.7. Certificate of Incorporation
- 2.3.8. Share Certificate
 - 2.3.8.1. Share Register or Form 31B from Register of Companies
- 2.3.9. Labour returns and payroll information
- 2.3.10. Local procurement commitment in the submissions
- 2.3.11. Audited financials
- 2.3.12. Asset register
- 2.3.13. Project organogram

3. RESPONSIBILITIES AND REQUIREMENTS

3.1. Contractor's Responsibilities

- 3.1.1. Accommodation and Messing
- 3.1.2. Medical Examinations
- 3.1.3. Compliant personnel protective clothing
 - 3.1.3.1. Hard hat, goggles, overalls with orange reflective strips, steel toe boots, ear plugs and safety gloves
- 3.1.4. Tools and Equipment
- 3.1.5. Transport of personnel
- 3.1.6. Maintenance of tools and equipment
- 3.1.7. Skilled Labour and qualification thereof

3.2. Contractor's Deliverables

The Supplier shall:

- c) provide full maintenance and support service for the Equipment, including:
 - i. All necessary and appropriately skilled and experienced Supplier trained and certified labour (including management and supervision). The minimum skill levels required for each labour category of labour to be provided by the supplier are included schedule 7;
 - ii. Repairs of bowls and buckets (Liner Replacements);
 - iii. Structural Repairs
 - iv. Fitting of Ground Engaging Tools (GET)
 - v. Materials for the Equipment; and
 - vi. Undertake off-Site, required major overhauls of the Equipment Components as described in the "Parts Supply Sub-Agreement"

- d) provide preventative and emergency maintenance services, including inspection, replacement or repairs of parts and Equipment Components determined to be worn or otherwise defective upon a joint decision as per Schedule 5 reasonable examination, adjustments, lubrication, replacement of filters and testing;
- e) Suggest Service Exchange parts and components for use by the Purchaser
- f) make available a resource(s) to perform the daily inspections as defined in the daily activity sheet;
- g) ensure all work performed is from work orders issued by the Purchaser for each intervention on each Equipment which must contain as a minimum:
 - i. the serial number of the Equipment and that of the Equipment Component;
 - ii. SMU at the time the Equipment was pulled from service;
 - iii. date and time the Equipment was pulled out of service;
 - iv. date and time the Equipment was put back into service;
 - v. description of the reason for taking the Equipment out of service; categorized into D100a, D200a or D300 according to the guidance presented in Schedule 6 (Time Usage model)
 - vi. a statement of whether the event was scheduled or unscheduled;
 - vii. description of all tasks performed;
 - viii. if a Supplier's subcontractor performed the work, the subcontractor's work order;
 - ix. part numbers, description, and quantity of parts used in the repair;
 - x. work order number; and
 - xi. the operating hours and the serial number of any removed and installed major components.
- h) All maintenance and repair work shall be managed within the Purchaser's SAP ERP system.
- i) Work Management and Maintenance Schedule Approval:
 - i. Work Management is one of the high value processes identified by the Purchaser to improve equipment performance. The Purchaser conducts the Work Management practices as defined in the Purchaser's Asset Management Strategy, which shall be made available to the Supplier upon request.
 - ii. The Supplier is required to comply with the Work Management principles as outlined in the Purchaser's Work Management Guideline and support the Purchaser in complying with the relevant KPIs as detailed in Schedule 1, and Schedules 2A of the Sub-Agreement
 - iii. The Supplier is accountable for ensuring that all defects picked and notifications raised & scheduled for accordingly. It is the responsibility of the Purchaser's scheduler in conjunction with the supplier to plan & schedule work in the work and issue Work Orders to the Supplier.
 - iv. The Supplier must provide supervision of work to ensure quality execution through over-inspections, Planned Task Observations, coaching & mentoring.

- v. The Supplier must review quality of feedback on all Work Orders and submit completed Work Orders to the planner on a daily basis.
 - vi. The Supplier is responsible for building capacity & capability on their employees to carry out effective Work Management
 - vii. The Purchaser, on commencement of a Sub-Agreement under this Contract shall, together with the Supplier conduct all planning and scheduling responsibilities currently carried out by the Supplier. The Supplier will provide all historical Equipment data and a 12 month maintenance forecast to the Purchaser's Planning Department to be loaded onto the Purchaser's Planning system starting from the commencement date of the Sub-Agreement.
- j) The Supplier shall remain responsible for resource co-ordination, and shall allocate resources based on Work Management Plans and schedules as determined by the Purchaser.
 - k) The Purchaser will provide maintenance procedures in accordance with the OEM's recommendations and the Supplier will undertake the Services in accordance with such maintenance procedures; these procedures should be on the Purchaser' SAP PM task list as part of the job card issued to the Supplier;
 - l) The Purchaser and Supplier will jointly develop and agree on maintenance schedule each week at a Scheduling meeting. The maintenance work schedule for the period will include a preliminary maintenance work schedule for the six (6) subsequent calendar weeks. The maintenance work schedule shall take into consideration:
 - i. The Purchaser's operating requirements as provided by the Purchaser to the Supplier;
 - ii. Shutdown of any Equipment on the Site;
 - iii. The approved maintenance plan;
 - iv. The scheduling tolerances specified in the maintenance plan; and
 - v. Services shown as being necessary as a result of diagnostic testing, inspection or condition monitoring of the Equipment
 - m) Subject to the applicable Parts and Components warranties, should the Supplier inform the Purchaser of an imminent failure of any Component of the Equipment, the Purchaser shall make those Equipment available to the Supplier. Any damage resulting directly from the Purchaser' failure to make the Equipment available will be for the Purchaser's cost, provided that the Supplier gave the Purchaser adequate and reasonable notice of such failure, and collaborated with the Purchaser to remedy and mitigate possible damages or downtime as a result of the Equipment failure.
 - n) Undertake all activities so identified as Supplier responsibility in the related Sub-Agreement(s);
 - o) provide reporting as per the reporting matrix in **Error! Reference source not found.** on daily, weekly, monthly and quarterly basis:
 - p) provide a schedule of projected lubricant and coolant usage and track consumption to determine excessive usage using dispensing system records as provided by the Purchaser's Fuel Management Systems and further submit recommendations on actions to be taken to reduce consumption;

- q) ensure that the on-board cleanliness levels of fuels and lubricants are to OEM specification and satisfy the Purchaser's fuels and lubricants cleanliness requirements through adequate design and maintenance of filtration systems;
- r) notify the Purchaser of any deficiency in the standard and competency of the Purchaser's Equipment operators and advise the Purchaser if training is required;
- s) Participate in or lead Root Cause Analysis (RCA)
- t) Actively and jointly with the Purchaser develop improvement actions to improve fleet performance.
- u) Maintain and Service the Equipment as per the OEM specifications to the satisfaction of the Purchaser;
- v) Execute the scope of services specified in this Contract and related Sub-Agreements with due diligence;
- w) Comply at all material times with all ECOHS Requirements, Fatal Risk Control Standards, Government regulations, Bye-Laws and all other legal requirements within the Republic of Botswana;
- x) Supply all resources as specified in the related Sub-Agreement(s) required in the execution of Maintenance and Support Services.

3.3. Debswana's Responsibilities

The Purchaser shall:

- y) Make available to the Supplier, site induction and basic safety training;
- z) Provide access to the site;
- aa) Provide the Supplier with access to the Equipment as reasonably necessary to enable the Supplier to carry out its obligations under this Contract and related Sub-Agreements;
- bb) Provide the Support Equipment required as set out in the related Sub-Agreement of each specific site performing Services under this Contract;
- cc) Provide at the Site to the Supplier, reasonable workshop space, workshop compressed air, Production Resource Tools, dispensing and waste oil disposal and services, amenities and facilities including the supply of a wash bay required by the Supplier to fulfill its obligations in terms of this Contract.
- dd) Provide limited overall security for the Site as well as security and lighting for workshop, warehouses, Support Equipment and vehicles at designated parking areas.
- ee) Provide all Fluids within limits of budgeted amounts as will be communicated by the Purchaser annually;
- ff) Deliver the Equipment to the Supplier at the Site for Services within a tolerance limit (service accuracy) within the Manufacturer's specification of the scheduled time;
- gg) Operate the Equipment and maintain the Site conditions in accordance with the OEM's operating specifications;

- hh) In cases where an Equipment is unable to move under its own power and craning is required to attend to the Equipment, the Purchaser shall provide suitable capacity crane/s with an operator.
- ii) Use the Equipment in conformity with the specifications, recommendations and information supplied by the OEM, including solely for the purpose for which the OEM designed the Equipment.
- jj) Report, in the form of an Incident Report, all operational damage to the Equipment to the Supplier within 4 hours of detection and shall operate the Equipment only after inspection by the Supplier. The Supplier shall carry out their inspection within 4 hours or otherwise by mutual agreement between the Parties.
- kk) Report all Equipment breakdowns to the Supplier without delay and shall operate the Equipment only after the Supplier has formally released the Equipment for Operations again. The Equipment will be considered down for repair from the moment when the Supplier has been notified of the Equipment becoming broken down or unfit for use until it has been released by the Supplier again. The amended or approved daily Dispatch log shall be the record of reference
- ll) Provide access to the Supplier for all information reasonably required within its possession concerning the Equipment and shall make all relevant documentation available.
- mm) Avail Equipment for services at the scheduled intervals. Where it is not possible for the Purchaser to have a service carried out on the arranged date as per the planned maintenance schedule, the Purchaser shall inform the Supplier accordingly and reschedule the service provided that the rescheduling does not cause the relevant Equipment to go more than 50 hours overdue on actual required service interval.
- nn) Oils and grease used on the Equipment must meet the OEM specifications or the specifications mutually agreed in writing between the Purchaser and the Supplier.
- oo) Full oil and grease analysis must be conducted at the intervals agreed between the Parties, and results from a certified laboratory provided to the Supplier:
 - i. if the results are 'flagged', promptly report on the results becoming available to the Purchaser; or
 - ii. otherwise, within 10 Business Days of the sample being taken.
- pp) Only duly and demonstrably competent and duly authorized Operations personnel who have completed the Supplier's accredited training programs shall be permitted to operate and maintain the Equipment.
- qq) Reporting:

Within 5 days of the end of each month, the Purchaser must provide to the Supplier:

 - i. the Service Meter Units accumulated on each Equipment in that month;
 - ii. details of any Equipment failures that have occurred in that month; and
 - iii. access to monitoring system data including, but not limited to PLM3 and VIMS.
- rr) Lead the determination process for major components changes in line with Schedule 5.5 of this Contract.

- ss) Initiate and embed monthly Maintenance Strategy review process per asset class agreed with the Supplier.
- tt) Process purchase orders for the following activities:
 - i. Major components changes;
 - ii. Accident damage; and
 - iii. Any other services not covered in the Scope that require urgent attention,
 - iv. within 48 hours of requirement being identified and /or on completion of the assessment and quotation by the Supplier.

1.5 General Obligations

- a) Maintenance Systems
 - i. The Supplier in collaboration with the Purchaser shall provide routine history of the maintenance and repairs of all Equipment in a compatible format for transfer to the Purchaser's Enterprise Resource Planning (ERP) system on a daily basis, or as mutually agreed;
- b) Approval of Maintenance Plan
 - i. The Supplier shall produce a Maintenance Plan, which will indicate the proposed nature, start time and duration of all work planned.
 - ii. The Purchaser and the Supplier shall review the Maintenance Plan each week, at a mutually agreed time, and agree upon an approved Maintenance Plan for the period and a Maintenance Plan for the six subsequent calendar weeks. Contract on the Maintenance Plan shall take into consideration:
 - 1. The Purchaser's operating requirements as provided by the Purchaser to the Supplier;
 - 2. Shutdown of any Equipment or other Equipment on the Site;
 - 3. The approved Maintenance Plan;
 - 4. The scheduling tolerances specified in the Maintenance Plan; and
 - 5. Work shown as being necessary as a result of the Supplier's diagnostic testing and inspection of the Equipment.
- c) Condition Monitoring

Condition monitoring on the Equipment shall be carried out by the Supplier by carrying out:

 - i. Daily inspections;
 - ii. Scheduled Oil Sampling (SOS) at the Purchaser's cost.
 - iii. Condition monitoring which shall include, but not limited to:
 - 1. Visual monitoring;
 - 2. Performance monitoring (fuel consumption, emissions, etc.);
 - 3. Carrying out SOS (Scheduled Oil Sampling);
 - 4. Equipment Operating Techniques follow up (feedback loop);

5. Analyzing and recommendation of results of test and/or inspections to the Purchaser
6. Management, corrective action and follow-up (feedback loop).
7. Vibration analysis excluding diesel Equipment to be arranged and managed by the Supplier. The Purchaser will be responsible for the cost.
8. Laser alignment to be arranged and managed by the Supplier. The laser alignment equipment to be supplied by the Purchaser. Calibration to be managed by the Supplier and the Purchaser to be responsible for the cost.

d) Production Information System

The Purchaser will provide the Supplier reasonable access to the fleet management system.

e) Approvals and Permits:

- i. If the Purchaser is required to obtain any license or approvals for the Equipment or any machinery for purposes of this Contract, then the Purchaser shall obtain such authorization and approval at its own cost.
- ii. In such an event, the Supplier shall provide all the necessary documentation and any information and assistance required.

f) Coolant and Lubrication

- i. The Purchaser is responsible for the supply of coolant and all lubricants, meeting the specifications of the Equipment. The Purchaser is to free issue all lubricants and coolants to the Supplier.
- ii. The Purchaser is responsible for quality compliance testing of the Purchaser supplied coolant and lubricants. The Purchaser will arrange for the coolant and lubricants Suppliers to conduct regular coolant and lubricant analysis. The Purchaser shall provide copies of all coolant and lubricant analysis reports to the Supplier upon receipt.
- iii. The Purchaser shall be responsible for the operation and maintenance of the coolant and lubricant storage and dispensing facilities.
- iv. The Supplier shall deliver used lubricants and coolant to a designated receptacle. From there, the Purchaser shall be responsible for properly disposing of used lubricants and coolant.

g) Fuel

- i. The re-fueling of the Equipment shall be the sole responsibility of the Purchaser.
- ii. The Supplier may collect samples of the fuel and conduct quality checks and report to the Purchaser in cases where the fuel is contaminated or does not meet the required quality standards as recommended by the manufacturer of the Equipment. The Purchaser shall immediately take appropriate steps to replace such fuel.
- iii. In cases where the fuel is contaminated or does not meet the required quality standards as per the aforesaid manufacturer recommendations, the Purchaser shall take appropriate action to replace the fuel.

h) Water and Power

- i. The Purchaser is to free issue potable and raw water. Water usage is to be monitored by both parties and corrective action to be taken where needed.

- ii. The Purchaser is to free issue electrical power. Electrical power usage is to be monitored by both parties and corrective action to be taken where needed.
- i) Site Medical Facilities and Medical Emergency Evacuation
 - i. The Purchaser shall provide emergency medical care on site or evacuation to a regional health care facility of any Supplier employee that as a result of accident or illness requires immediate medical attention not available at site or in the local community. The Supplier shall bear the reasonable expense of such procedures.

1.6 Supplier's obligations in relation to Service Support Equipment

- a) supply all Service Support Equipment (as defined in the applicable Sub-Agreement) necessary for the performance of the Maintenance Services in accordance with the Contract;
- b) ensure that all Service Support Equipment supplied:
 - i. is maintained to a standard that meets the Purchaser requirements with regard to cleanliness and appearance;
 - ii. is maintained in good order and repair;
 - iii. is regularly inspected and tested;
 - iv. is fit for its intended purpose; and
- c) ensure that the Service Support Equipment complies with Applicable Codes and Standards, ECOHS Requirements, Relevant Law and Government Consents affecting or applicable to use of the Service Support Equipment in the performance of the Maintenance Services;
- d) if requested to do so by the Purchaser, certify or provide satisfactory evidence that all Service Support Equipment to be used on the Site complies with Applicable Codes and Standards, ECOHS Requirements, Relevant Law and Government Consents;
- e) ensure that each item of Service Support Equipment is fitted with an inspector's tag or uniquely identified by a stamp or an engine, chassis or serial number;
- f) notify the Purchaser at least 24 hours before any fixed or mobile plant or equipment not specified in the applicable Sub-agreement is used on-Site by the Supplier or a Subcontractor; and
- g) not remove any Service Support Equipment from the Site without the prior consent of the Supplier's Representative.

1.7 Inspections of Service Support Equipment

The Purchaser may:

- a) inspect any service support equipment located on-Site from time to time during the performance of the Maintenance Services; and
- b) prohibit the use of any service support equipment that the Purchaser considers does not meet applicable codes and standards, ECOHS requirements, relevant law or Government consents and the Supplier:

- c) must bear the costs associated with the removal and replacement of that service support equipment; and
- d) may not be entitled to a variation, extension of time or compensation as a result of that prohibition, removal or replacement.

1.8 Excluded Items

- a) This clause contains the parts, components and services that are excluded from the scope of this Contract. Any work performed on an Excluded Item, will be deemed as Additional Work.
- b) The following items are defined as Excluded Items:
 - i. Damage to the Equipment due to Equipment Abuse and Accident Damage;
 - ii. The Services exclude any repairs or any consequential damage to the Equipment or Major Components as a consequence of any Accident Damage or Equipment Abuse where required;
 - 1. Overtime hours by the Resources on Site;
 - 2. The supply of fuel, lubricants and fluids;
 - iii. The labour component for the maintenance of the Excluded Items listed in this section is excluded from the Resources

2. SUPPLY OF PARTS AND COMPONENTS

2.1 Parts Supply Sub-Agreement

- a) Parts and Components will be provided to the Supplier by the Purchaser in accordance with a related 'Parts Supply Sub-Agreement' to be agreed upon.
- b) The Purchaser shall provide in a timely manner Spare Parts necessary for the execution of the Agreement
- c) The Supplier shall be responsible for all aspects of the management and storage of Spare Parts and components and for ensuring that all items are available for prompt and efficient execution of the maintenance and support services

2.2 Parts and Components Stock On-Site

- a) The Purchaser shall maintain adequate economic quantities of Parts on site to support the Purchaser's operations.
- b) Stock level maintained on site shall be jointly determined by the parties based on anticipated usage

2.3 Spares, Materials and Consumables

The Purchaser shall provide Parts for maintenance, service and repairs of the fleet on site, including consumables, such as filters, hoses, wear items, repair kits and minor components stocked at the Site. Major components shall be sourced as and when required.

2.4 Ownership of Parts

- a) Parts and Components stock on site shall be owned by the Purchaser

3. EQUIPMENT COVERED BY THE CONTRACT

3.1 List of Equipment Covered by the Contract

The units of Equipment that are covered in this Contract shall be specified in the related Sub-Agreement. Only these designated units are subject to the pricing under the Contract scope of services. Should the quantities or models of the Equipment under the Sub-Agreement change, the Sub-Agreement may be reviewed by the parties as per clause 3.2 below to reflect these changes.

3.2 Additional Equipment

The Parties may amend this Contract and/or related Sub-Agreements to include additional Equipment and Sites not included in the scope at any time during the currency of the contract and/or related Sub-Agreement, by mutual agreement in writing that:

- a) identifies the Equipment that is/are to be included in the contract;
- b) identifies the Site that is to become subject to this Contract;
- c) specifies the date from which the Contract is to apply to that Equipment and/or Site; and
- d) Commercial agreements shall be reviewed upon each amendment.

4. NON-OEM ITEMS

- a) The Parties acknowledge that the Supplier shall not be responsible for the installation, maintenance, or managing the maintenance of the following: fire suppression systems and any other aftermarket accessories, unless by prior agreement between the parties detailing the responsibility of each party e.g. collision avoidance systems. This shall be the responsibility of the Purchaser, and the Purchaser shall enter into a separate Contract with the relevant supplier for this purpose.
- b) The Purchaser acknowledges and accepts that the Supplier, its directors, officers, employees and/or agents shall not under any circumstances be liable for any loss, injury or damage (Including consequential or special damages or loss of profits) which the Purchaser or any third party may suffer or sustain as a result of the installation, maintenance, defective workmanship, defective operation, manufacturing defect and/or inadequate instructions and warnings in relation to any Non-OEM supplies and repairs, fire suppression systems and any other aftermarket accessories on the Equipment. Accordingly, the Purchaser indemnifies the Supplier, its directors, officers, employees and/or agents against any claim of whatsoever nature which may be made against any of them (including costs incurred in defending or contesting any such claim) arising out of or connected in any way with the installation, maintenance, defective workmanship, defective operation, manufacturing defect and/or inadequate instructions and warnings in relation to any Non-OEM supplies and repairs, Fire Suppression Systems and any other aftermarket accessories on the Equipment.

5. SUPPLIER'S PERSONNEL

5.1 Labour provided by the Supplier

- a) The Supplier shall for purposes of rendering the Services and within a period not exceeding 60 days from the Commencement Date of a Sub-Agreement under this contract, make available the number of personnel utilized for labour (hereinafter referred to as "Man On Site (MOS)") as described in Schedule 4A of the Sub-Agreement.
- b) The Supplier shall further submit annually to the Purchaser, details of the number and qualifications, including proof of qualifications, of the Supplier's personnel performing obligations under this Contract;
- c) The labour may be changed at the Purchaser' sole request, subject to a 90 (ninety) days' notice period in writing to the Supplier, and subject to an amendment in writing pertaining to the price and any price adjustments resulting from the revised labour requirements including Demobilization costs as set out in clause 5.2. Any increase or decrease in support personnel shall be based on first principles and approved by the Purchaser's representative in writing.
- d) The increase or decrease of the Supplier's labour will be revised in consultation and Contract with the Supplier.
- e) The Supplier is required to ensure that its employees are duly skilled, trained and experienced and have the required trade certificates and/or any other relevant, equivalent and/or requisite industry qualification, where applicable, to assist the Supplier in rendering the Scope of Services under this Contract to the standard and specification required.
- f) Where the Company requires that the Services be provided by a competent artisan, such artisan must be qualified and suitably trained in the repair and maintenance of the Equipment. Any training required shall be Equipment specific and the sole responsibility of the Supplier. For the avoidance of doubt, the Supplier's artisans (MOS – meaning "man on site") must receive training on the Equipment on which they will work.
- g) The Purchaser may at any time for the duration of the Contract request the Supplier in writing to provide the Purchaser with proof of competency of any of the Supplier's MOS and/or trade certificates and/or other qualifications. Upon receipt of such request, the Supplier shall be required to make available such proof of competency and/or trade certificates and/or other qualifications to the Purchaser within a period to be agreed to by the Purchaser in writing.
- h) In the event that the Supplier fails to timeously provide the proof of competency and/or trade certificates and/or other qualifications ("the Qualifications"), the Purchaser shall by way of written notice request that the Supplier provide proof of such Qualifications within ten (10) days of the notice. In the event that the Supplier fails, refuses and/or neglects to make available such proof of Qualifications of any of the Supplier's MOS, as requested by the Purchaser, it shall constitute a breach of this Contract and shall entitle the Purchaser, without prejudice to any of its further rights in terms of the Contract.
- i) In addition to the clause above, the Purchaser will be entitled to request the immediate removal in writing, stating reasons, of any of the Supplier's MOS who, in the Purchaser's sole discretion, does not have the required competency and/or trade certificate and/or other qualifications to assist the Supplier in rendering the Services under this Contract. Any failure and/or refusal by the Supplier to forthwith remove such personnel shall likewise constitute a breach of this Contract.

- j) The Supplier shall endeavor to appoint citizen qualified artisans, to perform the Services, as far as possible. The Supplier shall endeavor to appoint a minimum of 3 (three) female artisans on Site for each related Sub-Agreement under this contract.
- k) The Supplier's resources on site are considered adequate to perform the work, however, in the event that resources on Site do not have the capacity to perform the work, the Supplier should immediately, and in any event within a reasonable time of notification, dispatch a technical product expert to Site to attend to the work.
- l) Change Over Plan
 - i. The Change Over plan, which may be activated upon a significant change in the strategic direction by the Purchaser or where operating conditions change materially, refers to the Purchaser's decision to reduce or increase contracting activity or transition to insourcing the repair and maintenance of the Equipment, whatever the case may be.
 - ii. The Supplier and the Purchaser shall jointly develop in writing a change management plan to effectively manage the transition to minimise the risk to the Purchaser and the Supplier as far as possible. The plan will be reviewed on an annual basis to ensure alignment with the Purchaser' strategy. A six (6) -month transition process will be jointly planned and implemented at the changeover stage

5.2 Demobilization of Site Labour

- a) If the Purchaser should change labour provided under this Contract in accordance with clause 5.1 (c), the demobilization cost payable to the Supplier will be calculated at 3 (three) months' cost to company salary.

5.3 Working Hours

- a) The Supplier's personnel will work the following hours:
 - i. One hundred and eighty four and a half (184.5) hours per month,
 - ii. One hundred and ninety two (192) hours for shift workers; and
 - iii. A maximum of fifty six (56) hours overtime a month per employee.
- b) Overtime will be pre-approved by the Purchaser appointed Engineer for this Contract who shall be notified in writing from time to time and shall be claimed as follows:
 - i. Approved time sheets shall be submitted with overtime value per employee at the agreed rates per employee category; and
 - ii. Actual overtime worked will be invoiced as part of the fixed overheads cost monthly

6. SUPPLIER'S REPRESENTATIVE

6.1 Appointment of Supplier's Representative

The Supplier must advise the Purchaser by written notice, the name and contact details of the person appointed by the Supplier to manage performance of the Maintenance and Support Services (Supplier Representative) who must:

- a) be available at the Site at all times during the performance of the Maintenance Services or in his absence his alternate;
- b) have full authority to execute the Maintenance and Support Services without delay and be responsible for ensuring the Maintenance Services are performed, in accordance with the Contract.

6.2 Approval of Supplier's Representative

The Purchaser may:

- a) within reason and in writing reject any proposed Supplier Representative; and
- b) within reason and in writing direct the replacement of the Supplier Representative if, in the Purchaser's opinion, that Supplier Representative is not properly performing its duties or for other reasons is detrimental to the proper performance of the Maintenance and Support Services, and for the avoidance of doubt, the Supplier is not entitled to a variation, an extension of time or any compensation as a result of a rejection or direction under this paragraph 6.2 of this Contract.

6.3 Replacement of Supplier's Representative

The Supplier Representative must not be removed or replaced without the prior notification and approval by the Purchaser.

6.4 Supplier's Liability

The Supplier is bound by and deemed to have knowledge of:

- a) notices or documents signed by the Supplier Representative;
- b) matters within the knowledge of the Supplier Representative in so far as they relate to the Scope of Services provided under this Contract; and
- c) the acts, omissions and defaults of the Supplier Representative in so far as they relate to the Scope of Services provided under this Contract.

7. WARRANTY WORKMANSHIP

7.1 Warranty on Workmanship

- a) The Supplier shall provide warranties on the workmanship in accordance with the Standard OEM Warranty Policy as specified in **Error! Reference source not found.**: Standard OEM Warranty.
- b) The Purchaser shall notify the Supplier in writing as soon as the defect and/or non-compliance is discovered, whereupon the Supplier undertakes to re-perform the Service which is under warranty, free of charge and at the Supplier's costs within a period of 24 (twenty four) hours, or as soon as reasonably possible, from receipt of the notice should the warranty be accepted by the Supplier. If and when warranty claims are applicable, such warranty claims shall be finalised, documented and honoured by the Supplier, within a

reasonable period calculated from the date the Purchaser notified the Supplier of the claim under warranty.

- c) Warranty issues will be addressed at the monthly mine steering committee meetings between the Parties for the related Sub-Agreement as well as at the site standard committee Meetings where the Supplier may attend by invite.

7.2 Maintenance Services or Materials that do not accord with the Contract

- a) Should the Parties, after expiry of the Supplier's standard warranty period and upon exhaustion of all preceding processes, cannot reach agreement as to whether the Services performed by the Supplier are in line with the Contract. The Parties will embark upon a Root Cause Analysis (RCA) to determine if the Services are in line with the Contract, the validity of the results of the RCA shall be acknowledged by both Parties. If the RCA results indicate Services were not in line with the Contract, then the Purchaser may within 2 weeks of the RCA conclusion, without limiting any other of its rights, request the Supplier, at the Supplier's cost, , to re-perform the agreed portion of the Maintenance Services within an agreed reasonable time.

8. DOCUMENTATION

8.1 Supply of documents by the Purchaser

Any documents provided by the Purchaser to the Supplier remain the property of the Purchaser and must be returned on notice from the Purchaser.

8.2 Supply of documents by Supplier

- a) Unless specified otherwise in the Contract, the Supplier must supply to the Purchaser maintenance documents under the Contract, together with one electronic copy.
- b) Inspection or review by the Purchaser of any drawings, plans or specifications supplied by the Supplier does not:
 - i. constitute an approval, endorsement, or acknowledgment by the Purchaser that the drawings, plans or specifications, or the Maintenance Services or Materials to which they relate, comply with the Contract.

8.3 Availability of documents

One complete set of the documents and other written information supplied by the Purchaser, and the Supplier and its Subcontractors must be kept by the Supplier at the Site (or other location approved by the Purchaser) during the performance of the Maintenance and Support Services for reference by the Purchaser and any persons notified by either of them. It is expected that the Supplier shall supply the documents electronically upon request.

9. OBTAINING CONSENT

Unless Otherwise directed by the Purchaser, the Supplier must:

- a) obtain all Government Consents in connection with the Maintenance Services Contract;
- b) give all notices required by Relevant Law or Government Consents in connection with the Maintenance Services;
- c) prepare any drawings required under Relevant Law or Government Consents in connection with the performance of the Maintenance Services; and
- d) not undertake any part of the Maintenance Services that requires a Government Consent until that Government Consent has been obtained.

10. PAYMENT

10.1 General

- a) Fixed monthly costs plus any approved adjustment for services carried out on excluded items detailed in clause 1.8 will be invoiced on a monthly basis in arrears and payable within 30 days of Supplier statement.
- b) The rates comprise:
 - i. Fixed monthly overhead cost recovery as set out in the related Sub-Agreement.
 - ii. Labour costs to carry out repairs and replacement of excluded items as set out in the related Sub-Agreement will be recovered on a quotation basis at the ruling Supplier rates subject to an official purchase order being provided.
 - iii. For the duration of the Contract, the ruling Purchaser parts pricing will apply and they shall be as specified in the "Parts Supply Sub-Agreement."
 - iv. All escalations to be calculated according to agreed escalation protocols established between the Purchaser and the Supplier as per the related Sub-Agreement

10.2 Effect of Payment

- a) Payment to the Supplier does not constitute:
 - i. a release of the Supplier from any work or other matter to which the payment or certificate relates;
 - ii. an admission that the Supplier's performance complies with the Contract and
 - iii. acceptance of the accuracy of any claim or demand made by the Supplier;
 - iv. nor does it negate or prejudice any of the rights, powers and remedies of the Purchaser and the Supplier.
- b) Should any of the Equipment covered by this Contract be moved from one of the Purchaser's Sites to another, or be scrapped, specific clauses relating to cost and Equipment schedules shall be jointly reviewed.

11. SITE SAFETY REQUIREMENTS

The following Site Safety Requirements are in addition to the Purchaser's Site Rules and Regulations as contained in **Error! Reference source not found.**

11.1 Protection of People and Property

The Supplier must:

- a) protect the Service Support Equipment and those parts of the Site where Maintenance Services are being performed;
- b) without limiting paragraph (a), provide all things and take all steps necessary to protect people and property at or in the vicinity of those parts of the Site where the Maintenance Services are performed (including existing work by the Company or third party contractors) from harm or damage that may arise as a result of the performance of the Maintenance Services;
- c) avoid unnecessary interferences with the passage of people and vehicles at the Site; and
- d) prevent nuisance and unreasonable noise and disturbance whilst performing the Maintenance Services at the Site.

If the Supplier or Supplier's Personnel damage property, including but not limited to property on the Site then, without limiting the Supplier's other obligations under the Contract, the Supplier must promptly rectify the damage at the Supplier's cost unless such damage is due to no fault in the part of the Supplier.

11.2 Extraordinary Natural Occurrences

If an extraordinary natural occurrence is anticipated at the Site (including a cyclone, flood or fire), the Supplier must comply with all directions issued by the Purchaser.

11.3 Overhead Lines and Underground Pipes

The Supplier must locate and protect all overhead utility lines, underground pipes, conduits or cables (Utilities) that exist on or in the vicinity of the Site and may be affected by the performance of the Maintenance Services.

The Supplier must immediately report damage to any utility to the Purchaser and, notwithstanding any other provision of the Contract, if the damage results from an act or omission of the Supplier, it must:

- a) repair or replace the utility at its cost; and
- b) indemnify the Purchaser in relation to any losses resulting from the damage to the utility.

11.4 Absence of the Supplier

If the Supplier fails to comply with an obligation or direction under clauses 11.1 to 11.3 of this Contract, the Purchaser shall notify the Supplier of such notification and request that the Supplier remedies the situation within reasonable time of the notification. In the event that the Supplier fails to remedy the situation then the Purchaser may in addition to any other remedy perform the obligation or direction on the Supplier's behalf and all reasonable costs incurred by the Purchaser in doing so will be a debt due from the Supplier to the Purchaser.

11.5 Clean up during performance of the Maintenance and Support Services

The Supplier must, when performing the Maintenance Services on the Site:

- a) remove and dispose of all water, excavated materials and other waste:
 - i. to a place directed by the Purchaser; and
 - ii. in an environmentally friendly manner and in accordance with any ECOHS Requirement, relevant law or Government consent; and
- b) keep those parts of the Site where the Maintenance and Support Services are performed clean and tidy to the satisfaction of the Purchaser.

11.6 On Expiry Date

On, or as soon as practicable after the Expiry Date, the Supplier must remove waste to the designated area in the prescribed waste management condition and leave those parts of the Site where the Maintenance Services are performed in a clean and tidy condition fit for immediate use and occupation.

11.7 Failure by the Supplier

If the Supplier fails to comply with paragraphs 11.5 and 11.6 of this Contract the Purchaser may take any action considered necessary to clean and tidy the Site and costs incurred by the Purchaser in doing so will be a debt due from the Supplier to the Purchaser

4. ENVIRONMENT

4.1. Security Environment

The project site falls inside a diamond area regulated by the Precious and semi-precious Stones (Protection) Act of Botswana and all personnel entering this area need to be security-cleared for the town of Orapa, including mining lease areas of Damtshaa and Letlhakane. To commence work all personnel should have their finger prints cleared through Botswana Police and submitted to security officials.

Tools and equipment will be allowed in and out of the mining lease areas but they will pass through security freight bays, and may be stripped during inspection. A detailed list of all tools and equipment, with estimated replacement value, must be submitted for approval by Debswana before entering the lease areas.

It is expected that you fully understand the rules and regulations with regard to the use of plant, equipment within the mining lease areas.

4.2. Physical Environment

Site is located in Orapa Blue Area

4.3. Ambient environment

The site is in an open area subject to prevailing weather conditions

5. SITE CONDITIONS / CONSTRAINTS

5.1. Quantity Constraints

- 5.1.1. Covid 19 cases may lead to delays

6. MEASURES OF EFFECTIVENESS

Schedule and Cost Performance Indices

Schedule 1 Key Performance Indicators (KPIs)

The performance of the Supplier shall be measured on a monthly basis against the following Key Performance Indicators (KPI's), including any Site specific KPI's detailed in Schedule 2A of the Sub-Agreement, and these will be discussed at the monthly and quarterly steering committee meetings.

S2.1 Safety

- a) The safety performance of the Supplier will be measured on a monthly basis against the Company's Safety KPIs. The Supplier shall adhere to the following Safety requirements.
 - i. Zero incidents on Site;
 - ii. 100% compliance of safety and environmental register on Site;
 - iii. Zero tolerance approach to Environment, Community, Health and Safety (ECOHS) misconduct – Document steps taken against misconduct;
 - iv. Targets are specified below: Targets will be revised on an annual basis:

1. Measure	Target
2. TRIFR	0.2
3. HPI's (High Potential Incidents)	0
4. Environmental incidents	0

- b) The Supplier is required to submit a comprehensive Environment Community Health and Safety (ECOHS) strategy to be approved by the Company that is specific to his operations, and will be jointly reviewed half-yearly by the parties.
- c) All incidents shall be investigated as per the Company's incident investigation procedure. Over and above the outcomes of the investigations, incidents shall be discussed at the Monthly Mine Steering Committee meeting whereby the Company and Supplier shall jointly develop an action plan to address, improve or rectify the cause(s) identified; agree on timelines for such action plan; track and communicate the implementation of the action plan as well as the KPI's relevant to the action plan.

S2.2 Management of non-performing KPI's

- a) In the event that the Equipment, on a continual basis (rolling average of 3 months), fail to perform to the minimum performance levels, the following process will be followed:
 - i. The non performing KPI(s) shall be discussed at the following Steering Committee as a priority item;
 - ii. The KPI(s) is sent to the Contract representative on a daily basis until the performance is rectified;
 - iii. The Parties form a joint project team with the sole purpose of improving the performance of the affected KPI(s);
 - iv. The Supplier may include the assistance of the OEM on this project team;
 - v. The project team will meet weekly to discuss, agree on, and implement action plans to address the problems;
- b) Should this action plan not improve the performance of the Equipment and KPI(s), the dispute resolution process will be followed.

S2.3 Parts

The Supplier shall comply with Contract terms and conditions specified in the Parts Supply Agreement.

S2.4 Maintenance Availability Guarantee

- a) The Engineering Availability and Reliability of the Equipment shall be calculated on fleet (Equipment model type) basis over a three (3) month rolling average in accordance with definitions as specified in the Purchaser's Engineering KPI Standards.
- b) The Supplier provides the following maintenance availability guarantees which will be calculated according to the Purchaser Engineering KPI Standards for the Equipment specified in Schedule 1 (A) of the SLA's.

S2.5 Data Capturing for Reporting Purposes

- a) The Company shall record the downtime hour during each mine/ Site shift via the Dispatch mining system(s);
- b) The Supplier shall have reasonable access to such records;
- c) The Company's ERP (Enterprise Resource Planning) system and fleet management system will be utilized to track maintenance compliance, KPIs, downtime events and to calculate availability and reliability performance measures.
- d) The Supplier shall ensure that equipment information on both the fleet management system and SAP ERP system are correctly recorded to prevent any disagreement with respect to downtimes etc.
- e) The Parties shall sign off on downtime on a daily basis to ensure accurate reporting at the end of the month or quarter.
- f) The Parties shall use reasonable commercial endeavours to ensure that their respective personnel keep accurate records;
- g) At the end of each calendar month, the total downtime hours recorded during the month shall be calculated in respect of each Equipment to determine the Contractual Availability (CA), Mean Time To Repair (MTTR) and Mean Time Between Failure (MTBF) of each Equipment for that month.

- h) The Reliability of the Equipment shall be calculated on fleet (Equipment model type) basis, over a 3 (three) month rolling average in accordance to the Purchaser's Engineering KPI Standards.

S2.6 Continuous Improvement ("CI"):

- a) The Parties shall develop a system which aims to continuously improve the performance of Equipment by measurable KPIs that will be identified through data supplied by the Company within 6 (six) months from date of commencement of this Contract; and
- b) The CI programme to be updated as part of the half-year reviews and discussed during each Steering Committee.
- c) The Supplier shall maintain a CI function at the operation which integrates with the CI, Mining and Engineering functions of the Company.
- d) Performance of major components shall be tracked from installation to removal to assure optimised component life; and
- e) Baseline performance on Component life shall be established within the first three (3) months of commencement of the Contract. The parties shall use their best efforts to drive improvements in component performance and all variances to expected performance shall be tabled for discussion during monthly and quarterly meetings.

Schedule 2 – Steering Committees

S3.1 Progress Review Meetings

- a) The Parties agree to convene progress review meetings to monitor contract performance as per the conditions set out in this Schedule 2 and Schedule 3

S3.2 Meeting Records

At or as soon as practicable after each Steercom Meeting a, the Contract Managers must sign-off and each must keep a copy of:

- a) minutes of the relevant meeting; and
 b) a detailed report of performance against set KPIs

S3.3 Records

For the purposes of ensuring full and open discussions at Steercom Meetings, the Supplier must:

- a) Maintain, in systems as mutually agreed, full accurate records (including electronic records of maintenance scheduled and performed, component lives, equipment damage and associated failure reports and condition monitoring records, correspondence, instructions, plans, drawings, receipts and invoices) (Verification Accounts); and
 b) on receipt of a reasonable request from the Purchaser, permit the Purchaser to access the Supplier's Verification Accounts at any time:
 i. during the Term; or
 ii. the period of two years after the Expiry Date or the date of termination of this Agreement (whichever is earlier).

Review	Objectives	People Involved	Frequency
Executive Steering Committee Bi-annual Relationship Review	Strategic Relationship Management	<u>Purchaser</u> <ul style="list-style-type: none"> • General Manager • Assistant General Manager (Optional) • Senior Manager Finance • Senior Manager Engineering • Senior Manager Mining • Lead Asset Manager • Lead Supply Chain <u>Supplier</u> <ul style="list-style-type: none"> • CEO Rest of Africa • Managing Director/ Country Manager • Service Manager • Finance Manager 	Bi-annually

Review	Objectives	People Involved	Frequency
<p>Senior Management Steering Committee Quarterly Relationship Review</p>	<p>Relationship Management</p> <ul style="list-style-type: none"> • Progress review • Resolution of major issues 	<ul style="list-style-type: none"> • Branch Manager/Operations • Commercial manager <p><u>Purchaser</u></p> <ul style="list-style-type: none"> • Senior Manager Engineering • Senior Manager Mining • Senior Manager Finance (Optional) • Asset Management Engineer • Contracts Manager • Maintenance Engineer • Strategic Sourcing <p><u>Supplier</u></p> <ul style="list-style-type: none"> • Country Manager • Service Manager • Branch Manager • Project Managers • Commercial Manager 	<p>Quarterly</p>
<p>Mine Steering Committee Monthly/Ad hoc Reviews</p>	<p>Full list to be determined</p> <ul style="list-style-type: none"> • Review and approve KPI's • Resolve specific operational issues and agree actions to be taken (as required). • Consider any issues, claims or disputes between the Parties 	<p><u>Debswana:</u></p> <ul style="list-style-type: none"> • Senior Engineering Manager (optional) • Senior Manager Mining (optional) • Asset Management Engineer • Contracts Manager • Maintenance Engineer • Strategic Sourcing <p><u>SUPPLIER</u></p> <ul style="list-style-type: none"> • Branch Manager • Project Managers • Service Manager 	<p>Monthly</p>

Schedule 3 – Meeting Agenda Items

Daily per mine	Weekly per mine		Monthly per mine		Quarterly per Debswana	
SHE Issues	SHE	Stats	SHE	Stats	SHE	Stats
		Issues		Issues		
	Fleet Performance	CTA	Fleet Performance	CTA	Fleet Performance	CTA
		Equipment Damage		Equipment Damage		Equipment Damage
		Costs		Costs		Costs
	People Issues	Staff Complement	People Issues	Staff Complement	People Issues	Staff Complement
		Staff Movements		Staff Movements		
		Training		Training		
Change Management Implementation Actions	Change Management Schedule Progress	Condition Monitoring	Change Management Schedule Progress	Condition Monitoring	Change Management/Continuous Improvement Schedule Progress	
		SAP Transfer		SAP Transfer		
				Ordering Issues		
			Contract Review		Contract review summary	
			Account Status	per mine per eqt group	Account Status	per company
			Utility status update		Utility status summary	
					Mine status forecasts	
Issues	Issues		Support Requests		Escalation issues	
	Technical Material	Individual MTBF	Technical Material	average MTBF (equipment family level)	Technical Material (Support material)	average MTBF (equipment family level)
Availability Sign-off		Individual MTTR		average MTTR (equipment family level)		average MTTR (equipment family level)
Component Replacement Process				Repeat offender analysis		Site severity summary
		Utilization		Top ten trends		
		Top ten trends		Maintenance Plans		
		Maintenance Plans Implementation Progress		Implementation Progress		
		Contamination Control		Contamination Control		
		Site Severity Data		Site Severity Data		
				Fleet Age		
				Major Components discussion		
					Contract Progress	
					Governance Progress	

Schedule 4– Escalation Mechanism

S5.1 General principles:

- a) Adjustments to fixed costs rates shall be considered annually, on the following conditions:
 - i. the adjustments are for labour and any other relevant supplier site operating costs as agreed to by the Parties;
 - ii. the proposed adjustment is in line with the actual change in the relevant index as agreed by the parties
- b) The Supplier may submit written application to the Purchaser for proposed annual price increases for fixed costs not less than 2 months prior to the requested effective date of increase, accompanied by the revised prices and all documentary evidence in support of such application.
- c) The Purchaser shall have the right to question the increase and put on hold any increases until consensus is reached on applications under paragraphs (a) and (b) above. The period for negotiations on any application for increase may not exceed a period of two (2) calendar month.

Cost Element	Indices
Labour	As per CPI - Stats Botswana
Transport	As per CPI - Stats Botswana
All other Fixed Overhead Costs	As per CPI - Stats Botswana

Schedule 5– Major Components Replacements

A key deliverable in this Contract is to establish a robust process to manage major component replacements, including:

S6.1 Replacement decision process

The following principles and processes will be implemented during the term of this Contract:

- a) The Supplier OEM maintenance strategy for the relevant Equipment will be followed for Component replacement and maintenance tasks will initially be set.
- b) Condition monitoring processes will be jointly managed to migrate major component replacements from time based to condition based replacements. The impact on component management, inventories and procurement processes will be a key consideration.
- c) Condition monitoring processes will include
 - i. Samples of all fluid and fuel systems shall be drawn by the Supplier on a weekly basis at the site refuelling station for analysis by Debswana’s site oil laboratory. Further samples shall be drawn at scheduled planned maintenance intervals for detailed analysis by the Site laboratory.
 - ii. Fluid analysis results shall be reviewed on a daily basis by the parties.
 - iii. Where fitted with the relevant technology, Equipment Performance Monitoring System (EPMS) or Engine Management System (EMS), data should be downloaded by the Supplier on a daily basis at the refuelling station. To improve the integrity of the data download process the parties should evaluate wireless data transmission solutions available from the Supplier.
 - iv. Analysis of the Purchaser’s dispatch mining system production and engineering data.
 - v. Unless otherwise agreed, all rubber tyred Equipment shall be visually inspected on a daily basis at the refuelling station.
 - vi. Tracked Equipment shall be inspected twice a week in the pit area, subject to compliance with safety standards. Oil samples are to be collected during the inspection without fail.
 - vii. Visual monitoring
 - viii. Noise monitoring
 - ix. Performance monitoring (fuel consumption, systems operations etc.)
 - x. Equipment operating techniques and the impact thereof
 - xi. Mine application severity.
 - xii. Management, corrective action and follow up (feedback loop).
 - xiii. Analysis of work order history in the Company ERP and technical databases (Top 10 Incident analysis)
- d) The steps in c)S6.1 (c) above shall jointly serve as leading indicators of an Imminent Equipment Failure.

- e) A Decision Point shall be prompted by either an Imminent Equipment Failure indicator, or the approach of a planned intervention point:
 - i. Upon a Decision Point being prompted, the parties will gather such information and expert judgement as is readily available, and formally review such information, data and judgement.
 - ii. Decisions may either be replace, ignored, or monitored closely for further investigation.
 - iii. Consensus shall be the preferred decision mechanism. If consensus cannot be reached, a duly competent and empowered Purchaser's engineer shall make the final decision and validate it by signature. In the event of subsequent component failure, the related downtime of this failure shall not form part of calculation for equipment downtime attributable to the Supplier.

Schedule 6– Anglo Time Usage Model

S7.1 Details of the Model

The following model, and as presented in more detail in the Purchaser’s Engineering KPI Standards document, shall apply in classification and allocation of time delays and determination of equipment performance (availability and reliability).

CALENDAR TIME (T000)									
CONTROLLABLE TIME (T100)								NON CONTROLLABLE TIME (N000)	
UPTIME (T200)					EQUIPMENT DOWNTIME (D000)			Uncontrollable events (N000)	Not Scheduled to produce (N100)
DIRECT OPERATING TIME (T300)		LOST TIME (L000)			Operational Stops (D000)	Scheduled Maintenance (D200)	Unscheduled Maintenance events (D100)		
Primary Production (P200)	Secondary/Non Production (P100)	Delays (L000)	Standby (L200)	Consequential (L100)					
Equipment performing primary production.	Equipment is operating, but performing non-production related activities.	Delays caused by events/ activities outside the equipment downtime definition - staff related.	Spare equipment immediately available for production.	The equipment is available to be used, but standing as a consequence due to other equipment/ system (up-or-downstream).	Stoppages caused or required by production operations.	Equipment downtime related to the weekly work schedules formulated in the ERP (Ellipse/SAP).	Equipment downtime related to work done outside of the weekly maintenance schedules.	Operation or industry wide events causing no production.	Only applicable to operations that does not operate a full calendar operation (24/7/365).
D200	D200a	D100	D100a						
In Contractor Scope	Outwith contractor scope	In Contractor Scope	Outwith contractor scope						

S7.2 Availability Performance

- a) Contract Availability
 - i. The Supplier warrants that it shall endeavour to achieve Equipment availability for each Equipment that is equal to or greater than the percentages specified in Contract Availability.
- b) Calculation of Contractual Availability
 - i. Calculated monthly for each Equipment and then averaged across the model fleet to determine the result; measured as a percentage.
 - ii. The Anglo American Time Usage model as set out in Schedule 9 will be used as a basis for calculating contractual availability

- iii. Controllable time (T100) will be the basis on which contractual availability is calculated. This information will be supplied by Debswana dispatch system.
- iv. All lost production and uncontrollable time as defined as N000 in Schedule 8 (Anglo American Time Usage Model) may be used for opportunity maintenance and repair activities by the Supplier. Debswana must give prior consent that should not be unreasonably withheld. Particular attention to safety shall be given for this type of maintenance activity. All downtime in this instance shall not be included in the calculation to determine contractual availability.
- v. Scheduled maintenance and repair (D200) and unscheduled maintenance and repair (D100) activity downtime that falls within the Supplier's scope of services, subject to exclusions listed in clause S.29, 8 Sc 2. b)vii(1) and Schedule 5A will be used to calculate the contractual availability by Equipment and fleet in a given month using the following formula:

$$CTA \% = T100 - ((D200 - D200a) - (D100 - D100a)) / T100 \times 100$$
, where;
 - (A) T100 = Controllable Time
 - (B) D100 = Unscheduled maintenance and repairs (within Supplier Scope of services)
 - (C) D200 = Scheduled maintenance and repairs (within Supplier Scope of work)
 - (D) D100a = Unscheduled maintenance and repairs (exclusions as set out in clause 9.2 (g) and Schedule 5A)
 - (E) D200a = Scheduled maintenance and repairs (exclusions as set out in clause 9.2 (g) and Schedule 5A)
- vi. The Parties, together with duly authorized representatives of Mining Operations, shall jointly sign off Dispatch Equipment downtime hours on a daily basis to maintain the integrity of the calculation process.
- vii. Activities outside the Supplier scope of services shall be allocated to the N000, D300 categories as referred to in the clauses above and shall not be included in the Contract Availability targets for which the Supplier may be responsible. These exclusions are listed below indicating the relevant category are;
 1. Any aspect or item defined as Debswana responsibility in terms of this agreement.
 2. Accident or Operational Damage by Debswana or third party. (D300). This shall be subject to an RCA being completed with supporting evidence such as photographs to justify the cause of the Downtime.
 3. Vandalism and theft.(N000)
 4. The installation, maintenance and repair activities of any non OEM aftermarket accessories, such as, but not limited to; protection and fire suppression/extinguisher systems fitted to the Equipment. (D100a/D200a)
 5. Main frame replacement and or major overhaul. (D300)
 6. Replacement and/or repair of all wear items such as truck dump bodies, linings, and guards as well as attachment hardware (D100a/D200a)
 7. GET. (D300)
 8. Wheelrims and tyres. (D300)

9. On board two way radios.(D100a/D200a)
10. On board Dispatch system hardware. (D100a/D200a)
11. PO delays. (D100a/D200a)

S7.3 Monthly Reconciliation

- a) Within ten (10) Business Days of the end of each month, the Supplier must submit to the Purchaser Contract Availability reconciliation (Monthly Availability Report) for the Purchaser's review and approval:
 - i. actual monthly availability and target for the Fleet; and
 - ii. three (3) month rolling average; and
 - iii. Pareto analysis of major causes for downtime.

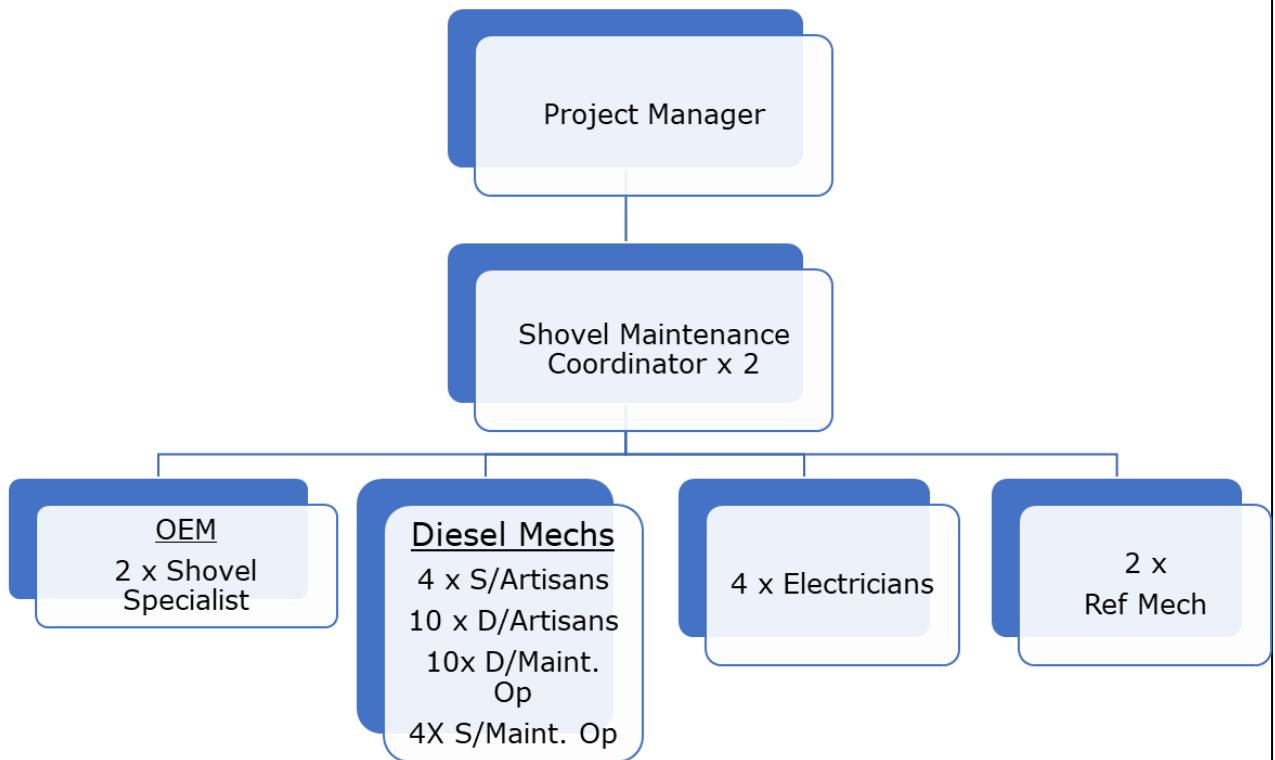
S6.1 Unreconciled Periods

- b) If, despite the Parties' reasonable endeavours to reach agreement on its content, the Purchaser has not approved the Monthly Availability Report by the date that is 120 days after the date of the Purchaser's receipt of that report then this matter must be referred to the Mine Steering Committee and the Executive Steering Committee (if necessary) for resolution

Schedule 7 – Qualifications and Experience Requirements

No	Position Title	Qualifications	Experience & Competencies
1	Project / Site Manager	Degree in Mechanical / Electrical Engineering , Qualification in Project Management	<ul style="list-style-type: none"> • 8 years’ experience in the following: • Equipment maintenance and management • Engineering Project Management Office environment • Construction Management Experience • General Management • Contract Management • Technical Areas: Geology, Mining , Engineering & Ore Processing • Project Execution in Mining or related operations experience • OEM experience will be an added experience
2	Service Supervisor / Foreman	National Craft Certificate in Mechanical or National Diploma in Mechanical Engineering or equivalent	<ul style="list-style-type: none"> • Eight (8) years relevant experience as Maintenance Artisan or four (4) years relevant post qualification experience for a National Diploma holder. • Supervisory Development Program or equivalent. • Relevant Computerised Maintenance Management Systems • Basic Microsoft Office skills • Light Vehicle Driver’s licence
3	Planner	National Craft Certificate (NCC)	<ul style="list-style-type: none"> • Five (5) years as a Maintenance Artisan/Technician • Driver’s Licence
4	Condition Monitor	National Craft Certificate (NCC)	<ul style="list-style-type: none"> • 5 years post qualification experience in a mining or production environment • Basic MS Office application • Maintenance Planning • Light Vehicle Driver’s licence
5	Artisan - Heavy Plant Mechanic	National Craft Certificate • Driver’s Licence	2 years post qualification following successful completion of Artisan Development Programme
6	Artisan - Electrician	National Craft Certificate • Driver’s Licence	2 years post qualification following successful completion of Artisan Development Programme
7	Artisan – Boiler maker / welder	National Craft Certificate • Driver’s Licence	2 years post qualification following successful completion of Artisan Development Programme

Proposed Maintenance Structure-Shovels



Service Machine	Quantity
Supa-Luba	2
Truck(Mount. Crane)	2
Fork Lift	1
Wash Truck	2
LDV	7