HARRY GWALA DISTRICT MUNICIPALITY
PERFORMANCE AGREEMENT
FOR
YEAR 2026/2027

MADE AND ENTERED INTO BY AND BETWEEN

Mr. Gamakulu Ma-Art Sineke

The Municipal Manager of the Harry Gwala District Municipality
(Hereinafter referred to as the "Municipal Manager")

And

Mr. Nkululeko Evaristus Biyase

The Executive Director: Infrastructure Services of the Harry Gwala District Municipality
(Hereinafter referred to as "**Executive Director**")

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INTRODUCTION

(1) The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".

(2) Section 57(1)(b) of the Systems Act, read with the Memorandum of Agreement of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement. The employer must conclude a Performance Agreement within 90 days of assumption of duty and renew it annually within one month of the commencement of the beginning of the financial year.

(3) The parties will ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals as defined in the municipal IDP.

(4) The parties will ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

2.1. Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Memorandum of Agreement of Employment entered into between the parties;

2.2. Comply with the provisions of section 32(1)(b), (c),(d), sub-section (2)(a)(i) and (ii), sub-section (3) and (4)(a),(b), (c)(i) and (ii) of the Municipal Finance Management Act and adhere to the finance policies, laws, procedures and other legal prescripts.

2.3. To ensure that all Heads of Departments implement the Risk Mitigation Plans timely in line with the Risk Management register.

2.4. To comply with provisions made in regulation 14 subsection (1) (c) (i) and (ii), sub-section (4)(a)(i), (ii), (iii) of the Local Government: Municipal Planning and

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Performance Management Regulations of 2006, all Head of Department to prioritize the implementation of unresolved audit queries in line with the recommendations made by the Internal Audit Unit

2.5. To ensure that all Heads of Departments prepare the quarterly performance reports and submits to the Performance Management Unit timely with the Portfolio of evidence and the signed Quality Assurance Certificate.

2.6. Communicate to the Employee the Employer's performance expectations and accountabilities by specifying objectives and targets as defined in the IDP;

2.7. Specify accountabilities as set out in the Performance Scorecard/Service Delivery Budget Implementation Plan (SDBIP) marked Annexure "A"

2.8. Monitor and measure performance against set targeted outputs; in terms of the said Performance Scorecard/SDBIP.

2.9. Use the Performance Agreement and Performance Scorecard /SDBIP to assess whether the Employee has met the performance expectations applicable to his/her job;

2.10. Appropriately reward the Employee in accordance with the Employer's performance management policy or institute sanctions for consistent under-performance.

2.11. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

3.1. This Agreement will commence on the **1 July 2026** and will remain in force until **30 June 2027** where after a new Performance Agreement and new Performance Scorecard/SDBIP shall be concluded between the parties for the next financial year or any portion thereof.

3.2. The parties will review the provisions of this Agreement during June each year and will conclude a new Performance Agreement (and Performance Scorecard/SDBIP) that replaces this Agreement at least once a year but not later than one month after the commencement of the new financial year.

3.3. This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

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3.4. The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.

3.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

3.6. Any significant amendments/ deviations referred to in 3.4 and 3.5 above must take cognisance of, where relevant, the requirements of sections 34 and 42 of the Systems Act, and must be done in terms of regulation 4 (5) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to the Municipal Manager, 2006 ("the Regulations").

4. PERFORMANCE OBJECTIVES

4.1. The Performance Scorecard /SDBIP sets out-

4.1.1. The performance objectives and targets that must be met by the Employee; and

4.1.2. The time frames within which those performance objectives and targets must be met.

4.2. The performance objectives and targets reflected in Annexures **"A"** are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

4.3. The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other. The Quality Assurance Certificate must be signed by the Executive director Infrastructure Service department to commit that the performance information provided is accurate and reliable.

4.4. The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

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4.5. The Employee's performance will, in addition, be measured in terms of the 100% grants expenditure on all grants received by the municipality in each year (i.e. MIG, WSIG, FMG, RBIG, RAMS *(if applicable)*).

4.6. The Employee's performance will, in addition, be measured in terms of the implementation of all projects and programs as stipulated in the timelines as per the approved scope to ensure timeous completion.

5 PERFORMANCE MANAGEMENT SYSTEM

5.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer itself, management and municipal staff of the Employer.

5.2. The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

5.3. The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

5.4. The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.

5.5. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which are contained in the Performance Agreement.

5.6. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Managerial Requirements (CMRs) respectively.

5.7. KPAs covering the main areas of work will account for 80% and CMRs will account for 20% of the final assessment.

5.8. Each area of assessment will be weighted and will contribute a specific part to the total score.

5.9. The Employee's assessment will be based on his performance in terms of the outputs/ outcomes (performance indicators) identified as per attached SDBIP/Performance Scorecard (Annexure "A" and "B"), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

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Responsibilities contained in the employee's Job Description linked to the Key Performance Areas (KPA's) in his/her SDBIP/Performance Plan	Weighting
1. Service Delivery and Infrastructure	**70**
2. Municipal Transformation and Organisational Development	**5**
3. Local Economic and Social Development	**5**
4. Good Governance and Public Participation	**10**
5. Municipal Financial Viability and Management	**5**
6. Cross Cutting	**5**
TOTAL	**100%**

5.10. The CMRs will make up the other 20% of the Employee's assessment score. CMRs that are deemed to be most critical for the Employee's specific job should be selected (√) from the list below as agreed to between the Employer and Employee.

Annexure "D" provides the scoring template for the Core Competency requirements identified in the Table hereunder.

Core Competency Assessments will be conducted during quarterly face-to-face Performance Assessments. The Mayor shall conduct Core Competency Assessments for the Municipal Manager. The Municipal Manager shall conduct Core Competency Assessments for Section 57 Managers. Where agreement on the allocation of a score (on the range 1 – 5) cannot be reached, the onus rests with the Employee to provide evidence of their claim to possession of the disputed Core Competency.

Annexure "D" presumes the assessors will refer to the detailed Department of Public Service & Administration Guidelines (SMS Handbook Chapter 5) of what specific components of a Core Competency need to be demonstrated in order to qualify for the score awarded.

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CORE MANAGERIAL COMPETENCIES		
LEADERSHIP COMPETENCIES	✓	Weight
1.Strategic Direction & Leadership		20
2. People Management		20
3. Programme & Project Management		20
4.Financial Management		10
5.Change Leadership		10
6. Governance Leadership		20
Total	**100%**	**100%**

CORE COMPETENCIES	✓	% Weight
1.Moral Competencies		20
2. Planning & Organizing		20
3. Analysis & Innovation		10
4.Knowledge and Information Management		20
5. Communication		10
6. Results and Quality focus		20
Total	**100%**	**100%**

Managers must subscribe to the following Batho Pele principles:

- **Consultation**
- **Setting Service Standards**
- **Increasing access**
- **Ensuring courtesy**
- **Providing information**
- **Openness and transparency**
- **Redress**
- **Value for money**
- **Encouraging innovation and rewarding excellence**
- **Customer impact**
- **Leadership and Strategic Direction**

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6. EVALUATING PERFORMANCE

6.1. The organisation's PMS Policy and User Manual to be read together with this Agreement sets out:

6.1.1. The standards and procedures for evaluating the Employee's performance; and

6.1.2. The intervals for the evaluation of the Employee's performance.

6.2. Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

6.3. Personal growth and development needs shall be documented up-front in this Performance Agreement and additional needs may be identified during any performance review discussion. Annexure "C" documents in a Personal Development Plan, the Employee's personal growth and development needs at the beginning of the financial year as well as the actions agreed to. Implementation must take place within set time frames, including attendance at, at least 1 week-long training workshop per year – to allow the Employee to remain abreast of the latest developments in his/her field of work for the Employer.

6.4. The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

6.5. The annual performance appraisal will involve:

6.5.1. Assessment of the achievement of results as outlined in the SDBIP/Performance Scorecard:

(a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

(b) An indicative rating on the five-point scale should be provided for each KPA.

(c) The applicable assessment rating calculator (refer to paragraph 6.5.2. below) must then be used to add the scores and calculate a final aggregate score.

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6.5.2. Assessment of the CMCs

(a) Each CMC should be assessed according to the extent to which the specified standards have been met.

(b) An indicative rating on the five-point scale should be provided for each CMC.

(c) The applicable assessment rating calculator (refer to paragraph 6.5.1 above) must then be used to add the scores and calculate a final aggregate score.

7. Management of Performance Outcomes

Detail regarding the recognition and commensurate rewards for performance exceeding stipulated targets in the SDBIP are documented in the municipality's PMS Policy and User Manual – according to the August 2006 PMS Regulations.

Annexure "E" provides the process to be followed in the event the Employer fails to meet his/her performance objectives. Poor performance shall be deemed consistent once two consecutive quarterly performance face-to face appraisals reveal declining achievements against set targets.

8. Recognition for Performance of additional tasks

Over and above KPA's where performance will be measured against SDBIP entries, recognition may be given for the performance of additional tasks. Rewards will be at the discretion of the Harry Gwala District Municipality's Executive Committee.

8.1. Complying with section 32(1) (c) (d) of the Municipal Finance Management Act, No 56 of 2003 which states that any official of the municipality who deliberately or negligently committed, made or authorized an irregular expenditure, is liable for that expenditure

8.2. Any official of the municipality who deliberately or negligently committed, made or authorized a fruitless and wasteful expenditure is liable for that expenditure

8.3. Prioritizing the implementation of unresolved audit queries in line with the recommendations made by the Internal Audit Unit in the audit assignment.

8.4. Prioritizing the Risk Mitigation Plans timely in line with the Risk Management register

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8.5. Adhering to all the financial management legal prescripts (policies, laws, resolutions and procedures).

8.6. Comply with regulation 10 of the Local Government: Municipal Planning and Performance Management Regulations (2001) by ensuring provision of work opportunities and income support to poor and unemployed people through labour intensive on capital projects, internship programme, local economic development initiatives and Expanded Public Works Programme.

8.7. Rewards regarding the above mentioned tasks will be at the discretion of the Harry Gwala District Municipality's Executive Committee.

8.8. The attainment of an unqualified audit outcome is the minimum standard by which the performance of the Accounting Officer and Senior Managers, will be measured in accordance with the Municipality's Management System.

8.9. Municipal Council will not pay future performance bonuses, to the Accounting Officer, Senior Managers and relevant officials who cause the municipality to attain a negative audit outcome and who are responsible for unauthorised, irregular, fruitless or wasteful expenditure.

8.10. Council commits to providing all the tools that will be necessary for the Accounting Officer, Senior Managers to perform their duties effectively, in order to attain an Unqualified Audit Outcome.

9. Performance Reviews

The evaluation of the Executive Director: Infrastructure Services performance will be done by:

1. The Municipal Manager
2. Chairperson of the Performance Audit Committee or the Audit Committee in the absence of the Performance Audit Committee
3. Mayor and/or municipal manager from another municipality
4. Human Resources Manager

An audited performance report will be tabled to the Executive Committee.

he performance of the Executive Director: Infrastructure Services shall be reviewed on the following dates:

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First Quarter: July-September	Informal
Second Quarter: October-December	Date: 31 March 2027
Third Quarter: January- March	Date: Informal
Fourth Quarter: April-June	Date: 30 September 2027

10. Consequences of Substandard Performance

Where the Municipal Manager is, at any time during the Executive Director: Infrastructure Services employment, not satisfied with his performance with respect to any matter dealt with in this Agreement, the Municipal Manager will give three days written notice to the Executive Director to attend a meeting with the Municipal Manager to discuss the issues contained in the written notice.

The Executive Director: Infrastructure Services will have the opportunity at the meeting to provide the Municipal Manager with reasons for substandard performance and the measures or programs being taken to ensure that the Executive Director's performance becomes satisfactory, including any dates for implementing these measures.

Where there is a dispute or difference as to the performance of the Executive Director under this Agreement, the parties will confer with a view to resolving the dispute or difference.

If at any stage thereafter the Municipal Manager holds the view that the performance of the Executive Director: Infrastructure Services is not satisfactory, the municipality will, subject to compliance with a fair procedure and substantive fair reason contemplated in Schedule 8, namely: Code of Good Practice of the Labour Relations Act, Act 66 of 1995, be entitled by notice in writing to the Executive Director to hold a formal disciplinary hearing; or alternatively in terms of the provisions set out in Section 188 A of the Act, or whichever is applicable with a third party to chair the disciplinary hearing.

Nothing contained in this agreement in any way limits the right of the Municipality to terminate the employment of the Executive Director: Infrastructure Services with or

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without notice for any other breach of his obligations to the Municipality or for any other valid reasons in law.

11. RULING LANGUAGE

The contract is made in English, which shall be the ruling language. All correspondences between the parties to this contract and all reports and documentation pertaining to this contract shall be in English.

12. Terms of Contract

This contract shall be deemed to have been entered into on the **1st of July 2026** and will expire on the **30th of June 2027**. The parties will enter into a new performance agreement that replaces this agreement by no later than the **31 of July 2027**.

13. Dispute Resolution

Any disputes about the nature or content of the Employee's Performance agreement, must be mediated by-

The member of the Executive Council responsible for local government in the province, in the case of the Municipal Manager, or other person appointed by the said member of the Executive Council; and

The mayor, in the case of Managers directly accountable to the Municipal Manager, within thirty days of receipt of a formal dispute from the Employee.

Any disputes about the outcome of the performance evaluation, must be mediated by-

The member of the Executive Council for local government in the province or any other person appointed by the MEC, in the case of Manager; and

A municipal councilor, in the case of managers directly accountable to the Municipal Manager, within thirty days of receipt of formal dispute from the Employee.

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The decision of the Mediator contemplated in sub-clauses (1) and (2) will be final and binding on both parties.

14. Limitations of this Contract

This performance agreement is between the Municipal Manager and the Executive Director: Infrastructure Services on the expected performance during the **2026/2027** financial year. The performance agreement is subject to the South African Legislative Framework and the employment contract entered into by and between Municipal Manager and the Executive Director: Infrastructure Services. The performance agreement shall therefore be within the South African Legislative Framework.

In case of ambiguity, the employment contract shall prevail over this performance agreement.

15. Obligation of the employer

The Employer shall-

15.1. create an enabling environment to facilitate effective performance by the **Employee**;

15.2. provide access to skills development and capacity building opportunities;

15.3. work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;

15.4. on the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable her to meet the performance objectives and targets established in terms of this Agreement; and

15.5. make available to the **Employee** such resources as the **Employee** may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

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16. General

The Executive Director: Infrastructure Services acknowledges that in terms of Section 53 (3) of the Municipal Finance Management Act, the Mayor of the Municipality has to make public the contents of this agreement and forward a copy hereof to the KwaZulu-Natal MEC for local governance.

The Municipality must make the contents of this Agreement and the outcome of any review conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.

Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Executive Director: Infrastructure Services in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED AT IXOPO ON THE ***1st*** ***DAY OF JULY 2026.***

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THE MUNICIPALITY

Harry Gwala District Municipal Manager

AS WITNESSES:

1. _____

2. _____

SIGNED AT IXOPO ON THE ***1st*** ***DAY OF JULY 2026.***

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The Executive Director (Infrastructure Services)

AS WITNESSES:

1. _____

2. _____

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ANNEXURE A:

PERFORMANCE PLAN (compulsory)

ANNEXURE B:

SERVICE DELIVERY BUDGET AND IMPLEMENTATION PLAN (SDBIP)/ PERFORMANCE SCORECARD

ANNEXURE C:

PERSONAL DEVELOPMENT PLAN (PDP)

Competency to be Addressed	**Proposed Actions**	**Responsibility**	**Time-frame**	**Expected Outcome**

ANNEXURE "E":

CORE COMPETENCY SCORING TEMPLATE

Score on Core Competency Assessment	**Description**
1 (Not Yet Competent)	Demonstrates none of the guideline's components of the core competency
2. (Basic Competence)	Applies basic concepts and methods but requires supervision and coaching
3. (Competent)	Independently develops and applies more advanced concepts and methods. Plans and guides the work of others. Performs analysis.

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4. (Advanced)	Understands and applies more complex concepts and methods. Leads and directs people or groups of recognised specialists. Able to perform in-depth analysis.
5. (Expert)	Sought out for deep, specialised expertise. Leads the direction of the entire organisation. Defines models/theories of best practice.

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ANNEXURE A PERFORMANCE PLAN FOR SECTION 56 MANAGERS

The following annual management review on ***Key Result Areas (KRA)***, ***Core Management Criteria (CMC)*** and ***Core Occupational Competencies (COC)*** agreed to in each manager performance agreement has to be completed.

The annual performance appraisal involves the assessment of the achievement of results of the KRA's, CMC's and COC's in accordance with the five-point scale of (1-5).

RATING	DEFINITION OF SCORE
5	Outstanding performance
4	Performance significantly above expectation
3	Fully effective
2	Performance not fully satisfactory
1	Unacceptable performance

DETAILS OF THE MANAGER UNDER REVIEW

Period Under Review	2026/2027
Surname	Biyase
Name	Nkululeko Evaristus
Municipality	Harry Gwala
Department	Infrastructure services
Race	African
Gender	Male
Employee Number	
Date Of Appointment	1 November 2022
Salary Package	

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1. MANAGERS OPERATIONAL PLAN FOR THE YEAR UNDER REVIEW

NATIONAL KEY PERFORMANCE AREA	Objective	Strategy	Output	DESCRIPTION/ACTIVITIES/ITEM	KPI No.	KEY PERFORMANCE INDICATOR (KPI)	Unit of Measure	Q1 TARGET	Q2 TARGET	MID-TERM TARGET	Q3 TARGET	Q4 TARGET	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
SERVICE DELIVERY AND INFRASTRUCTURE	To Improve coverage, quality, efficiency and sustainability of water and sanitation in all urban and rural communities	By ensuring that all water and sanitation projects are implemented to eradicate water and sanitation backlog within the stipulated time frames, quality and approved budget.	Increased water & sanitation services capacity distribution	Completion of All Planning Processes (Business Plan Preparation, SAC Aproval, Funding Aproval, Prelimenary Design, Documentation) up to Appointment of the Contractor: 1. MAHHEHLE WATER SUPPLY 2. GREATER KHILIMON WATER SCHEME 3. GREATER MHLANGENI WATER SCHEME 4. WATER CONSERVATION & WATER DEMAND MNGT - KOKSTAD 5. IXOPO SLUMS & CRU GRAVITY MAIN 6. FAIRVIEW / IXOPO SEWER UPGRADE 7. CREIGHTON WATER SUPPLY_PIPES 8. KHUKHULELA WATER SUPPLY_PIPES 9. UNDERBERG -HIMVILLE WATER UPGRADE 10. UMZIMKHULU TOWN WATER INFRA UPGRADE 11. GREATER SUMMERFIELD WTR SUPPLY PIPE LIN 12. KOKSTAD TOWN/ SHAYAMOYA SEWER UPGRADE 13. HGDM VIP TOILETS 14. GREATER MHLABASHANE WATER SCHEME	1.1.22	Number of MIG projects with contractor appointments issued during the 2026/2027 financial year.	Number	0	0	0	0	14	14	1. Monthly Signed Progress Report 2. SAC Aproval 3. NOR Letter 4. Signed BSC Report 5. Contractor Appointment Letter
				KEMPSDALE RAISING PROJECT DAMS & WEIRS	1.1.23	Percentage of households with access to basic water through new infrastructure (Kempsdale raising project).	Percentage	70%	100%	100%	0	0	100%	1. Monthly Progress Report 2. Practical Completion Certificate 3. Project Close Out Report aligned to O&M and Assets Requirements (must include

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														the beneficiary list)
				CREIGHTON WATER SUPPLY_PIPES	1.1.24	Percentage progress towards completion of Creighton Water project.	Percentage	0%	5	5%	15	10	30%	1. Project Plan 2. Signed detailed progress report with clear activity progress percentage and overall progress percentage 3. Dated Photographic evidence
				KHUKHULELA WATER SUPPLY_PIPES	1.1.25	Percentage progress towards completion of Khukhulela Water project.	Percentage	0%	0%	0%	15%	15%	30%	1. Project Plan 2. Signed detailed progress report with clear activity progress percentage and overall progress percentage 3. Dated Photographic evidence
				GALA DONNYBROOK WATER SUPPLY_PIPES	1.1.26	Percentage of households with access to basic water through new infrastructure (Gala Donnybrook Water project).	Percentage	20%	40%	40%	65%	100%	100%	1. Monthly Progress Report 2. Practical Completion Certificate 3. Project Close Out Report aligned to O&M and Assets Requirements (must include the beneficiary list)
				GREATER SUMMERFIELD WTR SUPPLY PIPE LIN	1.1.27	Percentage progress towards completion of	Percentage	0%	10%	10%	20%	40%	40%	1. Project Plan 2. Signed detailed

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						Greater Summerfield Water project.								progress report with clear activity progress percentage and overall progress percentage 3. Dated Photographic evidence
				UNDERBERG HIMVILLE SEWER UPGRADE 2157 Households shall be served at the completion of the project. Refurbishment of the existing sewer system.	1.1.28	Percentage progress towards Completion of the Project in liine with the Aproved Project Plan (Underberg Himeville Sewer Upgrade).	Percentage	0	20%	20%	40%	60%	60%	1. Project Plan 2. Signed detailed progress report with clear activity progress percentage and overall progress percentage 3. Dated Photographic evidence
				MAHHAGU SANITATION	1.1.29	Number of households with access to basic sanitation for the first time (Mahhagu Sanitation project).	Number	0	0	0	0	1612	1612	1. Monthly Progress Report 2. Practical Completion Certificate 3. Project Close Out Report aligned to O&M and Assets Requirements 4. Happy letters 5. Listing done before implementation for comparison with the final receipients
				MNQUMENI / SANTOMBE WTR PHS 4 PIPE LIN 4749 Households shall be served at the completion of the project. Construction of the Rising Main, 2	1.1.30	Percentage progress towards Completion of the Project in liine with the Aproved Project Plan (Mnqumeni/Santombe Water project)	Percentage	20%	50%	50%	70%	90%	90%	1. Project Plan 2. Signed detailed progress report with clear activity progress percentage

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				Reservoirs, Pump Stations and Repairs to existing network.										and overall progress percentage 3. Dated Photographic evidence
				OS: B&A VALUER (Infrastructure Asset Management) Consolidation of Infrastructure Asset Management Data on Existing Scheme	1.1.3 1	Percentage progress towards Completion of the Project in liine with the Aproved Project Plan (Infrastructure Asset Management)	Percentag e	0	20%	20%	40%	60%	60%	1. Project Plan 2. Signed detailed progress report with clear activity progress percentage and overall progress percentage 3. Dated Photographic evidence
				CONTR: BUILDING CONTRACTORS (MIG Funded Maintanance of Water & Sanitation Infrastructure) Major Refurbishments on 2 Identified Schemes	1.1.3 2	Percentage progress towards Completion of the Project in liine with the Aproved Project Plan (MIG funded maintenance of water and sanitation infrastructure)	Percentag e	0	20%	20%	40%	60%	60%	1. Project Plan 2. Signed detailed progress report with clear activity progress percentage and overall progress percentage 3. Dated Photographic evidence
				MACHINERY: Replacement of Major Electrical Compnents As and Required	1.1.3 3	Percentage completion of the Replacement of Major Electrical Compnents As and Required (replacement of M&E components)	Percentag e	0	30%	30%	60%	100%	100%	1. Municial Buildings Maintanance Plan 2. Monthly Signed Progress Report with Pictures
				STAFF COMPOUND	1.1.3 4	Percentage completion of the Rehabilitation of Identified Municipal Buildings (Staff Compound)	Percentag e	0	30%	30%	60%	100%	100%	1. Municial Buildings Maintanance Plan 2. Monthly Signed Progress Report with Pictures

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				UMNGENI OFFICE RENOVATIONS Dismantling of the existing Metal Shed and construction of Walls, Floors, Windows and Electrical Works	1.1.35	Percentage progress torwards Completion of Umgeni Shed Renovations (Umngeni Office renovations)	Percentage	0	20%	20%	40%	70%	70%	1. Project Plan 2. Signed detailed progress report with clear activity progress percentage and overall progress percentage 3. Dated Photographic evidence
				SECURITY GUARD ROOM	1.1.36	Percentage Completion of the construction of the security guard room	Percentage	0	30%	30%	70%	100%	100%	1. Municial Buildings Maintanance Plan 2. Monthly Signed Progress Report with Pictures
MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT	To Improve coverage, quality, efficiency and sustainability of water in all urban and rural communities	By ensuring that all water projects are implemented to eradicate water backlog within the stipulated time frames, quality and approved budget.	Increased percentage of expenditure on capital projects (MIG)	**MIG EXPENDITURE:** KEMPSDALE RAISING PROJECT DAMS & WEIRS CREIGHTON WATER SUPPLY_PIPES KHUKHULELA WATER SUPPLY_PIPES GALA DONNYBROOK WATER SUPPLY_PIPES GREATER SUMMERFIELD WTR SUPPLY PIPE LIN MNQUMENI / SANTOMBE WTR PHS 4 PIPE LIN UNDERBERG HIMVILLE SEWER UPGRADE MAHHAGU SANITATION FAIRVIEW / IXOPO SEWER UPGRADE UNDERBERG -HIMVILLE WATER UPGRADE IXOPO SLUMS & CRU GRAVITY MAIN KOKSTAD TOWN/ SHAYAMOYA SEWER UPGRADE GREATER MHLANGENI WATER SCHEME (PLANNING) GREATER MHLABASHANE WATER SCHEME GREATER KHILIMON WATER SCHEME UMZIMKHULU TOWN WATER INFRA UPGRADE	5.1.1	Percentage of expenditure spent on capital projects (MIG)	Percentage	30%	60%	60%	80%	100%	100%	1. Signed Expenditure Report by the HOD; Infrastructure Services and Provincial CoGTA

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				WATER CONSERVATION & WATER DEMAND MNGT - KOKSTAD MAHHEHLE WATER SUPPLY										
	To ensure that municipal buildings are maintained effectively	By measuring the no of complains or requests vs the response pertaining reported cases	Maintain safe working environment for the municipal employees	OFFICE BUILDINGS - R&M	5.1.2	Percentage of expenditure spent on offices and buildings repairs and maintenance	Percentage	30%	50%	50%	70%	100%	100%	GO40
	To ensure Data Collection for all Rural Roads	By conditional assesment of Rural Roads and Bridges	Updated status of Rural Roads updated through RRAMS System	OS: B&A RESEARCH & ADVISORY (Rural Road Asset Management System)	5.1.3	Percentage of expenditure spent on assesment of Rural Roads	Percentage	30%	50%	50%	70%	100%	100%	GO40
GOOD GOVERNANCE AND PUBLIC PARTICIPATION	To develop the Harry Gwala District Municipality strategic planning and reporting documents in consultation with relevant stakeholders	By engaging all relevant key stakeholders in the development and reporting documents	Signed performance agreement	PERFORMANCE AGREEMENTS	3.3.1	Date by when the infrastructure HOD's performance agreement is signed	Date	31-Jul-26	0	31-Jul-26	0	0	31-Jul-26	Signed performance agreement for the ED Infrastructure Services
SOCIAL AND LOCAL ECONOMIC DEVELOPMENT	To increase work opportunities and income support to poor and unemployed people through the labour intensive delivery of	By creating employment within the District through our capital projects and programmes .	Jobs created	JOB CREATION	7.9.1	Number of jobs created through EPWP	Number	377	0	377	0	0	377	1. Listing 2. Employment Contracts

N.E.B.

	public, community asset and services.													
	To increase work opportunities and income support to poor and unemployed people through the labour intensive delivery of public, community asset and services.	By creating employment within the District through our capital projects and programmes .	PPE for all employed EPWP Participants	PPE for EPWP Participants	7.9.2	Number of PPE Sets Procured for EPWP Participants	Number	377	0	377	0	0	377	1. Proof of Delivery 2. Register for Issuing of PPE
MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT	To ensure that all professionally registered employees maintain their statutory and professional registrations in good standing.	Budget for and process annual registration fee payments timeously to relevant professional councils and regulatory bodies, while maintaining an updated register of registered employees.	Registration fees paid for all eligible registered employees within prescribed timeframes, resulting in valid and compliant professional registrations .	Professional Registration Fees	4.6.1	Payment of Registration Fees for all Registered Employees	Number	10	0	10	0	0	10	1. Proof of Payment for all Registered Employees. 2. Copy of Registration Certificates
	To enhance engineering planning, design, analysis, and project delivery through access to appropriate engineering software tools.	Procure and maintain required engineering software licences in accordance with operational needs and approved budget allocations.	Engineering software licences purchased and made available to users, improving technical capacity and service delivery.	Software Licenses	4.6.2	Number of Engineering Softwares Purchased	Number	0	2	2	0	0	2	1. Purchase Order 2. Installation Certificate

N.E.B.

	To develop employee competencies and support progression towards professional registration.	Implement and facilitate targeted training, mentoring, workshops, and development programmes aligned with professional registration requirements	Capacity-building training sessions conducted and employees equipped with skills and knowledge required for professional registration.	Professional Registration Fees	4.6.3	Number of Capacity Building Trainings towards Proffessional Registration	Number	1	1	2	1	1	4	1. Attendance register
	To ensure the health, safety, and protection of infrastructure employees while performing their duties.	Procure and distribute appropriate Personal Protective Equipment (PPE) in accordance with occupational health and safety requirements and operational needs.	PPE sets procured and issued to infrastructure employees, promoting a safe and compliant working environment.	Uniform for MIG Officials	4.6.4	Number of PPE Sets Procured for Infrastructure Employees	Number	22	0	22	0	0	22	1. Proof of Delivery

N.E.B.

2. PERFORMANCE ASSESSMENT RATING

The assessment rating calculator will be used to add the scores and calculate a final KRA score (80%) and a final CMC & COC's score (20%)

The tables below should be completed by the summarized total of each panel member *(NOTE: Weight should be taken from the signed performance agreement for the year under review)*

KPA	Weight	Rating	Score
1. Basic Service Delivery	70		
2. Municipal Institutional Development and Transformation	5		
3. Local Economic Development	5		
4. Municipal Financial Viability and Management	10		
5. Good Governance and Public Participation	5		
6. Cross Cutting	5		
Total	**100%**		
x 80%			**%**

N.B.B.

3. EVALUATION ON THE LEADERSHIP COMPETENCIES

Every section 56 managers should be assessed against all those CMC's that are applicable to her/his job. Compulsory CMC's for Managers are highlighted below: *(NOTE: Weight should be taken from the signed performance agreement for the year under review)*

LEADERSHIP COMPETENCIES	WEIGHT %	MILESTONES/COMMENTS	OWN RATING (BY MANAGER) (1-5)	RATING BY PANEL MEMBER (1-5)
1.Strategic Direction & Leadership	20			
2. People Management	20			
3. Programme & Project Management	20			
4.Financial Management	10			
5.Change Leadership	10			
6. Governance Leadership	20			
TOTAL	**100%**			

N.E.B.

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4. EVALUATION ON THE CORE COMPETENCY

Every section 56 Manager should be assessed against all those CMC's that are applicable to her/his job.

(NOTE: Weight should be taken from the signed performance agreement for the year under review)

CORE COMPETENCY	WEIGHT %	MILESTONES/ COMMENTS	OWN RATING (BY MANAGER) (1-5)	RATING BY PANEL MEMBER (1-5)
1.Moral Competencies	20			
2. Planning & Organizing	20			
3. Analysis & Innovation	10			
4. Knowledge and Information Management	20			
5. Communication	10			
6. Results and Quality focus	20			
TOTAL	**100%**			

N-E-B-

KPA	(A) SUB-TOTAL	(B) % OF ASSESSMENT	(A X B) TOTAL SCORE
KRA (Key Result Area)		80%	
CC (Conduct Criteria)		20%	
(C) FINAL SCORE			
FINAL SCORE IN PERCENTAGE (C / 5 X 100)			**%**

SIGNED AT IXOPO ON THE *1st DAY OF JULY 2026.*

_____

THE MUNICIPALITY

Harry Gwala District Municipal Manager

AS WITNESSES:

1. _____

2. _____

N.B. B.

SIGNED AT IXOPO ON THE *1st DAY OF JULY 2026.*

_____

The Executive Director (Infrastructure Services)

AS WITNESSES:

1. _____

2. _____

COMMENTS TO THE EVALUATION PANEL

The Municipal Manager must alert the evaluation panel to specific areas of the Section 56 Manager's performance in terms of the performance agreement, which in the Municipal Managers opinion illustrate **performance not fully satisfactory or performance significantly above expectations and outstanding.**

A brief explanation must be provided by the Municipal Manager for his/her assessment of each identified area.

SECTION 56 MANAGER'S SIGNATURE	**MUNICIPAL MANAGER'S SIGNATURE**
DATE: 1 JULY 2026	**DATE: 1 JULY 2026**

5. PERSONAL DEVELOPMENT PLAN

Area To Be Developed	Action (How And Provided By Whom)	Target Date	Performance Review For PDP		
			Progress	Barriers	Actions To Overcome Barriers

AGREEMENT TO PERFORMANCE AND DEVELOPMENT PLAN:

I agree with the objectives as set out in the above Performance and Development Plan and undertake to achieve the objectives as agreed on.

I undertake to support
(name of jobholder) with the achievement of the above Performance and Development Plan)

FEEDBACK ON INFORMAL QUARTERLY REVIEW:

FEEDBACK FROM SUPERVISOR:
.....
.....
.....