



**COMPETITION TRIBUNAL
REPUBLIC OF SOUTH AFRICA**

Case No: CO044Jun26

In the matter between:

The Competition Commission

Applicant

And

DP Truckhire (Pty) Ltd

Respondent

Panel: T Vilakazi (Presiding Member)
I Valodia (Tribunal Member)
A Ndoni (Tribunal Member)

Heard on: 31 July 2026

Decided on: 31 July 2026

CONSENT AGREEMENT

The Tribunal hereby confirms the consent agreement as agreed to and proposed by the Competition Commission and DP Truckhire (Pty) Ltd annexed hereto.

Signed by: Thando Vilakazi
Signed at: 2026-07-31 14:00:49 +02:00
Reason: Witnessing Thando Vilakazi

Thando Vilakazi Lexiprint

**Presiding Member
Prof. Thando Vilakazi**

**31 July 2026
Date**

Concurring: Prof. Imraan Valodia and Ms Andiswa Ndoni

**IN THE COMPETITION TRIBUNAL OF SOUTH AFRICA
(HELD IN PRETORIA)**

CC Case No:2022NOV0038

CC Case No:2022NOV0039

In the matter between

COMPETITION COMMISSION

APPLICANT

and

DP TRUCKHIRE (PTY) LTD

RESPONDENT

**CONSENT AGREEMENT IN TERMS OF SECTION 49D AS READ WITH SECTIONS
58(1)(a)(iii) AND 58(1)(b) OF THE COMPETITION ACT, NO. 89 OF 1998, AS
AMENDED, BETWEEN THE COMPETITION COMMISSION AND DP TRUCKHIRE
(PTY) LTD, IN RESPECT OF ALLEGED CONTRAVENTIONS OF SECTION
4(1)(b)(i) AND (iii) OF THE COMPETITION ACT, 1998, AS AMENDED**

PREAMBLE

The Competition Commission and DP Truckhire (Pty) Ltd hereby agree that an application be made to the Competition Tribunal for the confirmation of this Consent Agreement as an order of the Tribunal in terms of section 49D read with section 58(1)(a)(iii) and 58(1)(b) of the Competition Act, No. 89 of 1998, as amended, in

respect of contraventions of section 4(1)(b)(i) and (ii) of the Act, on the terms set out below.

1. DEFINITIONS

For the purposes of this Consent Agreement the following definitions shall apply:

- 1.1. **"Act"** means the Competition Act, No. 89 of 1998, as amended;
- 1.2. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal business address at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng;
- 1.3. **"Commissioner"** means the Commissioner of the Competition Commission, appointed in terms of section 22 of the Act;
- 1.4. **"Complaints"** means the complaints submitted to the Commission in terms of section 49B(2)(b) of the Act under case numbers: 2022Nov0038 and 2022Nov0039;
- 1.5. **"Consent Agreement"** means this Agreement duly signed and concluded between the Commission and DP Truckhire (Pty) Ltd in full and final settlement of the Commission's case numbers: 2022Nov0038 and 2022Nov0039;
- 1.6. **"DP Truckhire"** means DP Truckhire (Pty) Ltd, a private company duly registered and incorporated under the laws of South Africa with its principal place of business situated at 101 Marsh Street Mossel Bay, Western Cape Province, South Africa;
- 1.7. **"Genadendal"** means Genadendal Jackies Bazaar CC, a close corporation duly incorporated under the laws of the Republic of South Africa with its principal place of business situated at 8 Voortrekkers Road Mossdustria

Mossel Bay George, Western Cape, South Africa;

- 1.8. **"Mossel Bay"** means the Mossel Bay Local Municipality, a municipality established established in terms of section 151 of the Constitution of the Republic of South Africa, Act 108 of 1996 with its principal place of business situated at 101 Marsh Street Mossel Bay, Western Cape Province, South Africa;
- 1.9. **"Parties"** means the Commission and DP Truckhire (Pty) Ltd;
- 1.10. **"Tenders"** means Mossel Bay Municipality tender number:TDR226-2021/2022, for the for delivery and hire of machines and trucks as well as tender number:TDR316-2021/2022, for the provision of the sewage suction services.
- 1.11. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 3rd Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng;

2. THE COMMISSION'S INVESTIGATION AND FINDINGS

- 2.1. On 18 November 2022, the Commission received two complaints from Mossel Bay Municipality in terms of section 49B(2)(b) of the Competition Act no. 89 of 1998, as amended ("the Act"). Mossel Bay Municipality alleged that DP Truckhire and Genadendal, collectively referred to as the ("Respondents") colluded when submitting bids for tender number:TDR316-2021/2022 and tender number:DR226-2021/2022.
- 2.2. The tenders were for delivery and hire of machines and trucks (i.e., tender number TDR226-2021/2022) and for the provision of the sewage suction services (i.e., tender number:TDR316-2021/2022).
- 2.3. The complaint in respect to the machines and trucks hire tender was investigated under ^{PrP}case number: 2022Nov0038 while the complaint in respect

of the sewage suction services tender was investigated under case number:2022Nov0039.

- 2.4. The Commission's investigation found that the Respondents assisted each other when completing their bid documents for the above Mossel Bay Municipality tenders. In this regard, the investigation found that the Respondents discussed and agreed on prices. In terms of this agreement, the Respondents agreed that Genadendal's prices for tender number:TDR316-2021/2022, would be R10-00 higher than DP Truckhire's, while DP Truckhire's quoted price for tender number:TDR226-2021/2022, would be R20-00 higher than Genadendal's.
- 2.5. As part of the agreement, the Respondents also agreed not to add annual price increase/escalation fees for the second and third year for both tenders thus quoting a flat rate over the three years period for both tenders.
- 2.6. The above conduct by the Respondents amounts to price fixing and collusive tendering in contravention of section 4(1)(b)(i) and (iii) of the Act.

3. ADMISSION OF LIABILITY

- 3.1. The DP Truckhire does not admit liability in respect of the conduct described in paragraph 2, above.

4. AGREEMENT REGARDING FUTURE CONDUCT

- 4.1. The Respondents agree and undertake to:

- 4.1.1. refrain from engaging in any conduct that may be in contravention of section 4(1)(b) of the Act and from engaging in any prohibited practice in future;
- 4.1.2. prepare and circulate a statement summarizing the content of this agreement to its employees, managers and directors within 30 (Thirty) days of the ^{Pre}date of confirmation of this Consent Agreement as an order

of the Tribunal;

4.1.3. develop, implement and monitor a competition law compliance programme as part of its corporate governance policy, which is designed to ensure that its employees, management, directors and agents do not engage in future contraventions of the Act. In particular, such compliance programme should include mechanisms for the identification, prevention, detection and monitoring of any contravention of the Act;

4.1.4. submit a copy of such compliance programme to the Commission within 60 (Sixty) days of the date of confirmation of the Consent Agreement as an order by the Tribunal;

5. ADMINISTRATIVE PENALTY

5.1. DP Truckhire undertakes to pay an administrative penalty in the amount of **R557 733.49 (Five hundred and fifty-seven thousand seven hundred and thirty-three rands forty-nine cents)**. This amount does not exceed 10% of DP Truckhire's annual turnover for the financial year ending 28 February 2023;

5.2. DP Truckhire undertakes to pay the amount set out in paragraph 5.1 above, in 24 (twenty-four) equal instalments of **R23,238-90 (Twenty-three thousand, two hundred and thirty-eight rands and ninety cents)**, with the first instalment payable within 30 (Thirty) days from date of the confirmation of this Consent Agreement as an order of the Tribunal.

5.3. The payments shall be made into the Commission's bank account, details of which are as follows:

Bank name:	Absa Bank
Branch name:	Pretoria
Account holder:	Competition Commission Fees Account
Account number:	4087641778

Account type: Current Account
Branch Code: 632005
Reference: 2022Nov0038-2022Nov0039

5.4. The penalty will then be paid over by the Commission to the National Revenue Fund in accordance with section 59(4) of the Act.

6. COMPLIANCE

6.1. All compliance reports and proof of payments relating to this matter shall be forwarded to the Commission at CartelSettlements@comp.com.co.za.

7. FULL AND FINAL SETTLEMENT

7.1. This Consent Agreement, upon confirmation as a consent order by the Tribunal, is entered into in full and final settlement in respect of the Commission's investigation into the conduct of DP Truckhire under case numbers 2022Nov0038 and 2022Nov0039 and concludes all proceedings between the Commission and DP Truckhire in relation to the conduct described in paragraph 2, above.

For DP Truckhire (Pty) Ltd

Dated and signed at Cape Town on the 13 day of August 2025

DP
Chief Executive Officer

Name In Full: DIVA PETER COETZEE.

For the Commission

Dated and signed at Pretoria on the 11th day of March 2026 2025


Doris T. Hepe
Commissioner