



THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

MEDIA SUMMARY OF JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

From: The Registrar, Supreme Court of Appeal

Date: 24 June 2026

Status: Immediate

The following summary is for the benefit of the media in the reporting of this case and does not form part of the judgments of the Supreme Court of Appeal

Smada Security Services (Pty) Ltd v The Department of Justice and Constitutional Development (378/2025) [2026] ZASCA 90 (24 June 2026)

Today, the Supreme Court of Appeal (SCA), handed down a judgment, in which it dismissed an appeal against an order granted in the Gauteng Division of the High Court, Pretoria.

The appellant, Smada Security Services (Pty) Ltd, appealed against the dismissal of its application to review and set aside a tender awarded to it by the respondent, the Department of Justice and Constitutional Development. The tender was for the provision of guarding, protective and close-protection security services to the Department, the Office of the Chief Justice and the National Prosecuting Authority in Gauteng Province, Cluster A, for a period of 36 months.

The appellant was awarded the tender and subsequently concluded a written contract with the respondent. After accepting the award, however, it alleged that the respondent had awarded the tender at the wrong price. The appellant contended that the respondent had mistakenly used the pricing schedule intended for Gauteng Cluster B instead of the higher-priced schedule allegedly intended for Cluster A. The appellant accordingly sought to review and set aside the tender award under the Promotion of Administrative Justice Act 3 of 2000 (the PAJA).

The issue on appeal was whether the respondent had committed a material error of fact amounting to a reviewable irregularity under the PAJA when evaluating and awarding the tender.

The SCA held that no reviewable irregularity had been established. It found that the respondent evaluated the bid exactly as it had been submitted by the appellant. The pricing schedules were not properly referenced or clearly identified in the hard-copy bid documents, and the respondent was entitled to assess them in the sequence presented.

The Court held that there was no objectively verifiable and uncontentious factual mistake on the part of the respondent. If any error occurred, it was the appellant's own failure to properly identify its pricing schedules, compounded by its acceptance of the award and conclusion of the contract.

The SCA further held that the respondent was under no obligation to seek clarification from the appellant after the closing of the tender process, as post-submission clarification or amendment of pricing would undermine the fairness, transparency and competitiveness required by s 217 of the Constitution. The respondent's decision was rationally connected to the information before it and complied with the applicable procurement requirements.

The SCA also noted that the contract had expired by effluxion of time on 8 April 2026. In any event, the relief sought would effectively have amounted to the enforcement of the contract at a higher price, which is not the type of just and equitable remedy contemplated by s 172(1)(b) of the Constitution. The appeal was accordingly dismissed.

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