

DECISION**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-184572

DATE: August 7, 1975

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MATTER OF: Mistake in Bid - Antonio Bonilla

DIGEST:

Where bidder alleges mistake in bid after award of surplus items because he bid on items 27, 28 and 29 but intended to bid for items 227, 228 and 229 and bid was 2.66, 2.46 and 3.11 times higher than next highest bid, contract may be rescinded as contracting officer should have been on notice of possibility of error and requested verification.

The Defense Supply Agency, Defense Property Disposal Service, conducted sale No. 31-5268 to dispose of various surplus vehicular equipment. The high bidder on items 27, 28 and 29 (pickup trucks) was Mr. Antonio Bonilla with bids on the items of \$876, \$476 and \$876, respectively. After award was made to Mr. Bonilla, he advised the contracting officer that an error had been made in his bid as he had intended to bid on items No. 227, 228 and 229 (trailers) and requested he be relieved from the contract.

Where an error in bid is alleged after award of a contract, our Office will grant relief only if the mistake is mutual or the contracting officer was on actual or constructive notice of the error prior to award. 48 Comp. Gen. 672 (1969). Constructive notice is said to exist when the contracting officer, considering all the facts and circumstances of a case, should have known of the possibility of an error in bid. 44 Comp. Gen. 383, 386 (1965).

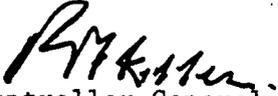
There has been no showing that the mistake was mutual or that the contracting officer was on actual notice of the error. However, upon a review of the abstract of bids, we agree with the position of the contracting officer that he should have been alerted to the possibility of an error in Bonilla's bid due to the disparity in the bid prices received.

Bonilla's high bid of \$876 on item 27 was 2.66 times higher than the next highest bid of \$329 and 4.4 times higher than the current market appraisal of the Government. Similar disparities

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also existed as to items 28 and 29, where the bid of Bonilla was 2.46 and 3.11 times greater than the next highest bids, respectively.

Therefore, we find that the contracting officer should have been on notice of the possibility of an error in Bonilla's bid and should have requested verification prior to award. Therefore, the contract awarded may be rescinded without liability as administratively recommended.


Deputy Comptroller General
of the United States