

DECISION



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

60683

FILE: B-186027

DATE: March 29, 1976

MATTER OF: Ecodyne Corporation

98442

DIGEST:

Protest involving award of contract by TVA will not be considered since TVA is Government Corporation whose accounts are not subject to settlement by General Accounting Office.

By letter of March 2, 1976, Ecodyne Corporation (Ecodyne) protests the award of a contract under invitation for bids (IFB) No. 31-86569, issued by the Tennessee Valley Authority (TVA). Ecodyne contends that it was low bidder under the subject IFB and that TVA's award of this contract to another bidder was unjust in that TVA refused to provide Ecodyne with any specific documentation as to how the bids were evaluated. In addition, it is argued that the other bidder does not meet certain clauses of the invitation and the bid therefore was not responsive.

Section 20.1(a) of our Interim Bid Protest Procedures and Standards, 40 Fed. Reg. 17979 (1975 ed.), provides that an interested party may protest to this Office the award or the proposed award of a contract by or for an agency of the Federal Government whose accounts are subject to settlement by the General Accounting Office.

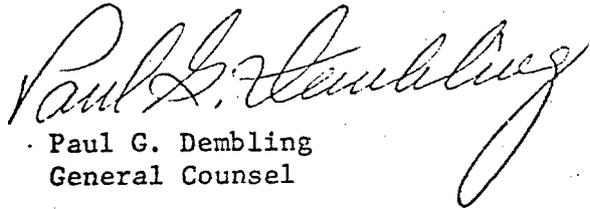
However, TVA is a Government corporation whose purchasing and contracting authority is set forth in subsection (b) of section 831h, Title 16, United States Code, in part as follows:

"* * * Provided, That, subject only to the provisions of this chapter, the Corporation is authorized to make such expenditures and to enter into such contracts, agreements and arrangements, upon such terms and conditions and in such manner as it may deem necessary including the final settlement of all claims and litigation by or against the Corporation;

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and, notwithstanding the provisions of any other law governing the expenditure of public funds, the General Accounting Office * * * shall not disallow credit for, nor withhold funds because of, any expenditure which the Board shall determine to have been necessary to carry out the provisions of said chapter."

Since TVA's accounts are not subject to settlement by this Office, we could not take any remedial action with respect to the award even if we should find it improper under the rules generally applicable to Government procurements. In the circumstances, we must conclude that no useful purpose would be served by our consideration of this protest. Abbott Power Corporation, B-183685, B-183689, May 6, 1975, 75-1 CPD 282, and cases cited therein.


Paul G. Dembling
General Counsel