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DECISION

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

[Protest of Bid Rejection as Nonresponsive]

FILE: B-199768 DATE: December 29, 1980

MATTER OF: Jay Maritime Agency Corporation

DIGEST:

1. Bid which takes exception to IFB required delivery date is nonresponsive and may not be amended after bid opening to make it responsive.

2. Monetary savings offered by protester's low nonresponsive bid do not outweigh public interest in strict maintenance of competitive bidding system.

3. Contract was properly awarded as terms of IFB bound bidder to complete contract by January 5, 1981, and no exception was taken by bidder to required completion date.

On May 15, 1980, the Department of the Army, Corps of Engineers (Army), issued invitation for bids (IFB) DACW51-80-B-0017 for the procurement of chain nets under IFB items 0001 and 0002. The procurement was set aside for small business concerns, and award was to be made in the aggregate.

In addition to requiring prices for chain nets, the IFB contained a "time is of the essence" clause which stated as follows:

> "Complete delivery of all material is REQUIRED to be made at destination on or before the dates specified below, but in no event later than 5 January 1981."

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Three bids were opened on May 28, 1980, with the following results:

Bidder	Bid Item No. 0001	Bid Item No. 0002	Total
Minneford Yacht Yard	$43,462.50	$35,462.50	$78,925
Jay Maritime Agency	39,000.00	37,500.00	76,500
Disco. Intl. Div. DeMattina Supply	66,000.00	61,000.00	127,000

Jay Maritime Agency Corporation (Jay), the low bidder, indicated a delivery date of January 3, 1981, for item 0001 and a delivery date of November 30, 1981, for item 0002, nearly 11 months after the required delivery date of January 5, 1981. Because of Jay's stated delivery date for item 0002, the Army found Jay's bid to be nonresponsive and rejected the bid.

Minneford Yacht Yard, Inc. (Minneford), did not insert delivery dates in its bid; nevertheless, the Army decided that the company was otherwise bound to the required delivery schedule and awarded the contract to Minneford.

Jay protests as follows:

1. The indicated delivery date of November 30, 1981, for item 0002 was a clerical error which should have been corrected to read November 30, 1980;

2. The Army should not have rejected the monetary savings involved in Jay's bid; and

3. Minneford did not indicate any delivery dates. Therefore, its bid should have been considered nonresponsive.

We have consistently stated that a bid which does not conform to the required delivery date is nonresponsive under section 2-404.2(c) of the Defense Acquisition Regulation (1976 ed.), and that the indicated delivery date may not be corrected even though the date allegedly resulted from clerical error. See e.g., Parker-Hannifin Corporation, B-186385, August 3, 1976, 76-2 CPD 120. A nonresponsive bid may not be made responsive after bid opening. General Electric Company, B-184873, May 4, 1976, 76-1 CPD 298. Moreover, a nonresponsive bid may not be accepted even though it would result in monetary savings to the Government, as acceptance would be contrary to the maintenance of the integrity of the competitive bidding system. Ed-Mor Electric Co., Inc., B-187348, November 17, 1976, 76-2 CPD 431; General Electric Company, supra.

Finally, we agree with the Army that Minneford's bid was responsive to the delivery requirement, since the bid took no exception to those requirements; therefore, the company is bound by the required delivery terms of the IFB. E. Sprague, Batavia, Inc., B-183082, April 2, 1975, 75-1 CPD 194.

Based on the foregoing, the protest is denied.

Milton J. Socolar

For the Comptroller General
of the United States