



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

JAN 2 1973

B-177330

Dear Mr. Sampson:

Reference is made to letter dated October 25, 1972, with enclosures, from the General Counsel, requesting a decision as to the action to be taken concerning an error alleged by the Turner Company to have been made in its bid upon which contract No. GS-063-7007 was based.

The Procurement Division, Federal Supply Service, General Services Administration (GSA), Kansas City, Missouri, by invitation for bids No. 6PR-W-04081-CK-F requested bids for furnishing 132 liquid fuel fire pots. The Turner Company submitted the only bid in the amount of \$28.44 per unit. The bid of the company was accepted on March 23, 1972.

It is reported that on June 19, 1972, Turner's representative telephoned the contracting officer alleging that the company had made a mistake in its bid on the fire pots and stated that he was first aware of the mistake at the time another GSA contracting officer called him and questioned the company's bid of \$43.83 for the same item.

In a letter dated June 21, 1972, Turner stated that it had erroneously based its bid price on furnishing its model T-20 gasoline fire pot rather than on furnishing the propane fire pot required by the specifications and that the required fire pot consists of five components, the total cost of which is \$43.83. In support of its allegation of error, the company submitted its printed price list which shows the cost of each of the five components needed for the assembly of the required fire pot. Turner also submitted copies of two invoices which it had sent to GSA for fire pots similar to those required by the subject solicitation. The invoices show unit prices of \$40 and \$42.05, respectively.

On the basis of the record it appears that Turner made a mistake in its bid. However, in requesting correction of the mistake, Turner does not seek to have the bid corrected so as to have included therein a previously calculated item which was inadvertently omitted from the amount of the original bid. Rather, Turner proposes to furnish a different model fire pot than the one it based its bid upon and to increase the bid by an amount representing the difference in price between the two models.

In 17 Comp. Gen. 575, ~~577~~ (1938), it was stated:

"\* \* \* The basic rule is, of course, that bids may not be changed after they are opened, and the exception permitting

B-177330

a bid to be corrected upon sufficient facts establishing that a bidder actually intended to bid an amount other than set down on the bid form, where the contracting officer is on notice of the error prior to acceptance, does not extend to permitting a bidder to recalculate and change his bid to include factors which he did not have in mind when his bid was submitted, or as to which he has since changed his mind. To permit this would reduce to a mockery the procedure of competitive bidding required by law in the letting of public contracts. \* \* \*

The foregoing is equally applicable here. To allow correction of the Turner bid would be, in effect, permitting it to recalculate and change the bid to include factors it did not have in mind when it submitted the bid. See B-174620, February 2, 1972.

In view of the foregoing, and since no delivery has been made, contract No. GS-06S-7007 may be cancelled without liability to Turner.

Sincerely yours,

R.F.KELLER  
Deputy Comptroller General  
of the United States

The Honorable Arthur F. Sampson  
Acting Administrator, General  
Services Administration