



Office of the General Counsel

B-253541

October 18, 1993

Auditor
Tri-State Motor Transit Company
P.O. Box 113
Joplin, Missouri 64802

Dear Mr. :

This letter concerns our review of the General Services Administration's (GSA) audit action on Government Bill of Lading (GBL) D-0,521,277. We affirm GSA's settlement.

Tri-State's claim for additional charges is based on a notation in Block 18 (Description of Articles) of the Government Bill of Lading (Shipping Order), SF 1104, stating that the shipment had a "RELEASED VALUE NOT EXCEEDING \$2150 PER POUND PER ARTICLE." However, GSA's administrative report included a micro-fiche copy of the Government Bill of Lading (Original), SF 1103, which contained the same notation, except that the value was "\$2.50," not "\$2150."

Possibly, the preparing office corrected the original (SF 1103) without correcting the SF 1104. In any event, the carrier is to use the original GBL to support its billing, 41 C.F.R. § 101-41.302-2(a)(1); the original GBL, which we note includes the signature of the carrier's representative, provided for a \$2.50 released valuation. Also, when conflicting valuation notations are present, the carrier has the burden of inquiring to avoid issuing bills of lading with such conflicts. See Riss International, B-226006, Feb. 19, 1988. (The Military Traffic Management Command's report offers a separate argument, that the only value permitted would have been \$2.50.)

In sum, it is clear from the record that the released value was \$2.50, not \$2150, and that payment to Tri-State should be based on that agreement. GSA's settlement is affirmed.


James F. Hinchman
General Counsel



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DIGEST

When there is a discrepancy in the released valuation rate on the original Government Bill of Lading (GBL) and on the shipping order, billing should be based on the original GBL, since the original is given to the carrier at the tender of the shipment to be used to support the billing.