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DECISION



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

FILE: B-204863

DATE: October 27, 1981

MATTER OF: Standard Plumbing and Heating
Supply Corp.

DIGEST:

Claim for refund of prompt-payment discount is denied where contract provides for discount if payment is made within 30 days of receipt of invoice by Government and supplier cannot show facts to refute Government's assertion that it never received original invoice and payment was made within 30 days of receipt of copy of invoice.

Standard Plumbing and Heating Supply Corp. (Standard) requests review of a settlement by our Claims Division disallowing Standard's claim for reimbursement of a prompt-payment discount of \$779.04 taken by the Portsmouth Naval Shipyard (Navy) under contract No. NOO102-80-C-0350.

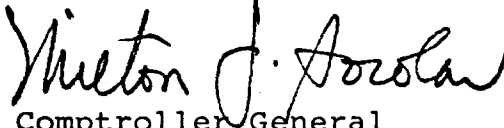
Under the contract, Standard furnished two "climate changers" to the Navy at a total contract price of \$38,952. The contract provided for a 2-percent prompt-payment discount if payment was made within 30 days after the Navy received the invoice. Standard contends that it mailed the original invoice on January 9, 1981, and mailed a copy on March 9, 1981. Standard argues that the Navy must have received and misplaced the original, and since the discount period had run prior to the Navy's March 11 payment, the discount was improperly taken. The Navy argues that it never received the original invoice and so informed Standard in February 1981. Further, it received the March 9 invoice on March 10 and issued payment on March 11, thereby qualifying for the prompt-payment discount.

Our policy with regard to disputed questions of fact is where there is an irreconcilable conflict between a claimant and the agency and the only evidence before us consists of these contradictory

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assertions, the claimant has failed to carry the burden of affirmatively proving its allegation. Cyber-Synectics Group, Inc.--Reconsideration, B-198344, August 15, 1980, 80-2 CPD 122. Standard can point to no evidence in the record to refute the Navy's assertions; therefore, Standard has not carried this burden. Since the Navy did not receive the original invoice, the prompt-payment discount period did not begin to run until the Navy received the March 10 copies. Because payment was made on March 11, the discount was properly taken. Defense Logistics Agency--Request for Advanced Decision, B-201867, March 5, 1981, 81-1 CPD 176.

Accordingly, the settlement of the Claims Division is sustained.


Acting Comptroller General
of the United States