

TERMS AND CONDITIONS OF WORKING OF  
LICENSED PORTERS DIRECTLY LICENSED  
BY THE RAILWAY.

5 No 2

(Introduced vide Board's letter  
No. 69-TGLI/1010/29/SG/R-4 dated 25.3.71.  
Modified vide letters of even number  
dated 19.2.72, 11.4.72 and 5.4.73.)

The President of India hereby grants licence to  
\_\_\_\_\_ to work as licensed porter in \_\_\_\_\_  
Railway station on the following terms and conditions:-

1. The licensed porter shall work under the control of the Station Master/Station Superintendent, and shall carry out all lawful orders given by him or by the Platform Inspector/Mukadam/Mate/Supervisor in connection with the work of handling (i) Passengers' Luggage and (ii) parcels and luggage in the custody of the Railway.
2. The licensed porter shall attend the station and work according to the roster drawn up by the Station Master/Station Superintendent as the case may be on the basis of a shift system to be introduced in consultation with the licensed porters, wherever practicable.
3. The Licensed Porter shall charge passengers only notified rates or such rates as may be notified by the Railway Administration from time to time, for carriage of luggage per trip. The rates of portage shall be reviewed once in two years. The head load of 37 Kgs shall be considered as full load for one trip.
4. The Licensed Porter shall pay to the Railway Administration by the 10th of each month a monthly Licence Fee as may be fixed by the Railway Administration from time to time to cover expenses incurred on supervision and cost of uniforms supplied to the porters.
5. The Licensed Porter shall be supplied with:-
  - (i) Two sets of uniforms of durable cloth consisting of either set at (a) or (b) or (c) or (d) below:-
    - (a) Shirt and Turban/Towel; or
    - (b) Shirt and Dhoti; or
    - (c) Shirt and half pant; or
    - (d) Shirt.
  - (ii) Badge & Buckle against a Security Deposit of Rs. 3/- which is refundable.

The deposit of Rs. 3/- shall be refunded to the Licensed Porter when the Badge and Buckle is returned to Railway Administration. In the event of the badge, buckle or uniform being lost by him or rendered unfit for use due to negligence, the same shall be replaced at the cost of the Licensed Porter. The badge buckle and uniform shall be returned to the Railway Administration if and when he ceases to work as a porter as afore-said or if his licence is suspended or cancelled by the Railway Administration.

Licensed Porter may also be allowed to provide uniforms themselves according to the standard laid down by the Railway Administration, and the licence fee in such an event to be recovered from them shall cover only supervision charges. The Licensed Porter is required to wear uniform, Badge and Buckle always while performing his work of portage.

5(a) The Licensed Porter is required to sign the agreement containing the Terms and Conditions of working of Licensed Porters directly licensed by Railway Administration on a non-judicial Stamp Paper, the cost whereof shall be borne by the Railway Administration.

6. The licensed porter is eligible:-

- (i) For free out-door treatment for self only at the Railway Hospital/Dispensary, in case these exist at his station;
- (ii) For such casual leave in a Calendar year as may be allowed by the Station Master/Station Superintendent;
- (iii) For free use of Railway's light trollies/hand-barrows for carriage of passengers luggage; which shall be properly deposited with Railway Administration, after its use on each occasion;
- (iv) For use of the facilities such as Waiting Halls, Latrines, Canteens etc., provided at stations for III Class bonafide passengers, which are normally permitted to be used by the Railway employees working at the station. However, at stations where such separate facilities are provided for the use of Railway employees, the same facilities may be used by licensed porters also and they shall not then use the facilities provided exclusively for the use of bonafide passengers;
- (v) To have their children admitted in railway schools, wherever these exist subject to availability of seats in these institutions, preference being always given to children and wards of Railway employees.

7. The Licensed Porter may be required to work for the Railway Administration in handling parcels and luggage in custody of the railways for which he shall be paid at the rates of remuneration as may be mutually agreed upon between the Railway Administration and Licensed Porters. The cost of any package broken or damaged by the porter due to his carelessness in handling such packages shall be recovered from his dues after giving him an opportunity to prove that the damage was not due to any negligence on his part.

3. Notwithstanding that the licence shall be liable to be cancelled by the Divisional Commercial Superintendent/ Distt. Traffic Superintendent at any time without assigning any reason therefor, this licence may be suspended for a period of not exceeding 15 days at a time or may be cancelled by the Station Master/Station Superintendent for any misconduct, namely:-

- (a) Catching or alighting a train in motion.
- (b) Discourteous behaviour towards passengers and or causing damage to their luggage.
- (c) Charging of rates in excess of the rates of portage notified by the Railway administration from time to time from the passengers.
- (d) Rough handling of the railway luggage.
- (e) disobedience of the lawful orders of authorities mentioned in clause 1.
- (f) unauthorised absence from work.
- ✓(g) conviction in a Court of law for any offence.
- (h) any other misconduct causing annoyance/harrassment to the passengers.

The licence shall not however be suspended or cancelled by the Station Master/ Station Superintendent unless the licensed porter has been issued a written Memo indicating the precise misconduct/misconducts and has been given a chance to state his defence to the misconduct/misconducts orally or in writing.

Where this licence is cancelled by the Station Master/ Station Superintendent, the porter shall have a right to make a representation within 15 days against the order of cancellation of the licence to the Divisional Commercial Supdt./Distt. Traffic Supdt., whose decision on the representation shall be final.

Divisional Commercial Superintendent  
for and on behalf of the President of

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All the above provisions have been read over and clearly explained to me in my language and I hereby agree to abide by these; a copy of which has been supplied to me

\_\_\_\_\_  
Signature or thumb impression  
of the licensed porter.

Countersigned:

STATION MASTER

Dated: \_\_\_\_\_

Buckle No. \_\_\_\_\_

Date. \_\_\_\_\_

Station \_\_\_\_\_