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Ans to the Question no - 03

3) Answer: There are some rules for a Contract to be valid. The rules of valid Contract are below—

(i) Proposal or offer:

Each contract requires an offer and acceptance of that offer. Proposal and offer is the starting point to start to form an agreement.

In Bangladesh the authoritative definition of an offer or proposal is given in the Contract act 1872.

The elements of proposal are given below—

- (i) Signification of one's willingness;
- (ii) Willingness is expressed to another person;
- (iii) The willingness may be affirmative or negative;
- (iv) It has definite object with the intention to create legal relation

(ii) Rules of a Proposal:

(i) The proposal must intent to create legal relations —

The proposal must be one which is capable of creating a legal relation. If there is no intention to create legal relation rather the offer prevail merely an intention to create social relation, that offer will not be considered as lawful offer.

(ii) Mere expression of intention is not sufficient —

Mere intention are not sufficient to constitute an offer. Advertisements, price quotations of prices, catalogue, time-table of bus or train are not proposals, if someone makes any statement regarding to his any intention during a conversation.

nation of course that will not suffi enough to constitute an offer, even though the person to whom such intention is expressed acts accordingly, there will be no offer, so no question of acceptance and as such of any contract.

(iii) Offer may be made to definite person or some definite class of person or to the world at large generally —

An offer made to a person or a definite class of person is called a specific offer. And an offer to all persons or to the world at large is called a general offer.

(iv) The proposal must be definite one —

A proposal or an offer may be ambiguous, vague, or not definite about the offence or the subject matter, it is incapable to constitute a proposal.

(V) Proposal may be expressed or implied —

A proposal or an offer may be expressed or implied. When an offer is made ~~not~~ stating in words or in writing, it is called an express offer. On the other hand, when an offer is implied from the ~~or~~ conduct of a person, it is called an implied offer.

(Vi) The offer must be definite, certain and unambiguous —

There must be a certainty, distinct and unambiguous to form a lawful offer. For example, A says to B, — I will give you some money if you pass the exam. This is not a valid proposal because the amount of money to be paid is not certain.

(Vii) Offer must be communicated to the offeree

A person cannot accept an offer until he knows the subject of the offer.

To complete an offer lawfully the proposal or offer must be communicated.

Section 4 of the contract act says that, the communication of a proposal is made complete when it comes to the knowledge of the person to whom it is made.

(viii) An offer may be conditional —

An offer may be made with some conditions. In such cases, the conditions must be communicated to the offeree. Without knowledge of the condition of an offer if a person accept an offer, the offeror cannot claim the fulfillment of the condition. But if the conditions are clearly written or expressed and should have been known to the offeree he cannot be the ignorance of conditions.

(iii) Communication of offer:

Communication of offer, as also of the acceptance, is an essential element in a contract. Two person may have a common intention but without communication there is no agreement. An offer is not therefore open to a person who is ignorant of it nor does an ignorant compliance with the terms of an offer mean an acceptance of it.

(iv) Revocation of offer:

Revocation means cancellation, revocation of an offer means withdrawal by the offeror.

Section 5. lays down - A proposal may be revoked at any time before the communication of its acceptance is complete as against the proposer, but not afterwards. An offer is made irrevocable by acceptance. Revocation may be expressed or implied.

(V) Modes of revocation:

(i) By Communication of notice -

An offer may be revoked by the offeror by giving a notice of the revocation to the other party before it is accepted. Notice of revocation will take effect only after it comes to the knowledge of the offeree. For example, A offers his house to B for 1 crore TK before B accepted the offer. A withdraws his offer by informing B. There will ~~not~~ be no contract as the offer has been revoked ~~before~~ ~~by the~~ its acceptance.

(ii) By lapse of time -

If time is prescribed for acceptance, the offer gets revoked by non-acceptance with that time.

(iii) After expiring of a reasonable time -

If no time is fixed, the offer lapses by the expiring of a reasonable time. In a celebrated case, M applied for shares on 28th June. But shares were allotted on 23rd November. M, therefore, refused to take the shares. The court held that M was entitled to refuse as the offer had lapsed by delay in acceptance.

(iv) By non-fulfilment of conditions -

An offer revoked when the acceptor fails to fulfill a condition precedent to the acceptance of the offer. For example, A offers to sell certain goods to B on a condition that B pays a certain amount before a certain date. If B fails to pay the required amount within the given time, the offer stands revoked.

(v) By death or insanity of the offeror:

An offer is revoked by the death or insanity of the offeror, if the fact of his death or insanity of the offeror, if the fact of his death or insanity comes to the knowledge of the acceptor before acceptance. Under English law, death of the offeror revokes an offer even if acceptance is made in ignorance of the death.

(vi) By counter offer:

An offer is revoked if a counter offer is made to it. For example, A offers his watch to B for take 600. B instead of saying yes offers take 400. A's offer is revoked and there is no contract.

(vii) By refusal:

A proposal once refused is dead and cannot be revived by its subsequent acceptance.

(iv) By failure to accept in the mode prescribed —

An offer must be accepted according to the mode of prescribed. If no mode is prescribed, the acceptance must be according to some usual or reasonable mode. If the offer is not accepted to the according to the prescribed or usual mode, the offer lapses provided the offeror gives notice to the offeree within a reasonable time that the acceptance is not according to the mode prescribed. If the offeror fails to do so, he deemed to have accepted the acceptance.

(v) Acceptance:

Acceptance of a proposal means unconditional agreement to all the terms of that proposal. Acceptance may be oral or writing. But in some case offer may be

accept by doing something.

Acceptance typically can come in one of three types -

(i) Express:

A direct and absolute outward manifestation of the agreement, such as -

I accept your offer

(ii) Implied:

The acts of the parties show that the offer has been accepted such as when both parties to a contract begin to perform the terms of the contract.

(iii) Conditional:

Acceptance is conditional on the happening of something. By its terms, a conditional acceptance is a counter offer.

(vii) Counter Offer:

Counter offer is an offer made in response to a previous offer by the other party during negotiations for a final contract.

For example, A sends B an offer and B amends it slightly and then send it back signed but amended. This action destroys the original offer and is not acceptable. It is a new offer entirely, called a counter-offer.

(iii) Revocation of acceptance:

Before the acceptance reaches the offeror, the acceptor can revoke the acceptance and thus prevent the contract. If suppose A makes a proposal to B. B sends his acceptance by post. The communication of the acceptance is complete as against A when the letter is posted and against B when the letter is received by A. B therefore is liberty to revoke his acceptance before the communication of acceptance is complete against him, before his letter is received by A.

(ix) Agreement:

According to section 2 (e) of the Contract act, 1872, every promise and every set of promises, forming the Consideration for each other, is an agreement. To be an agreement three elements are necessary -

- it will be promise
- it will form a consideration.
- the consideration will be formed for the parties each other.

(x) Free Consent:

If A accept the offer of B to sell a horse which he warrants as sound, when as a matter of fact it is not, A can repudiate the contract on the ground that he would not have agreed to purchase the horse at all if he knew that it was not sound. ~~This~~ There was, therefore ~~no~~ ~~leg~~ real agreement between A and B. It is essential that every agreement must be a true expression of the intention of parties.

Ans to the Question no - 07

7) Answer: There are various measures for the prevention of occupational disease. Here I discuss about medical measures and engineering measures below -

Medical Measures -

(i) Pre placement Examination:

Pre placement examination of employees is the foundation of an efficient of occupational health service. Employee's family, past occupational & social history, a thorough physical examination, includes pathological & radiological test, electro-cardiogram, vision test etc. should be thoroughly examined and recorded on his personal file. During fresh recruitment candidate may be rejected due to health ~~background~~ OR may be placed

Suiting his health & mental condition. Medical examination is also important during promotion or transfer. Pre-placement examination also served as useful benchmark for future comparison for health deterioration.

(ii) Periodic examination:

Periodic examination helps in determining the disease at the early stage and scopes for easy remedy. The frequency and content of periodical medical examination will depend upon the type of occupational exposure. Ordinarily periodic examination helps in determining the disease at the early stage and scopes for easy remedy. The frequency and content of periodical medical examination will depend upon the type of occupational exposure.

tions will depend upon the type of occupational exposure. Ordinarily workers are examined once in a year.

(iii) Medical & Health Service:

The medical care of the occupational diseases is a basic function of an occupational health service. First aid services should be provided within the factory. Immunization is another accepted function of an occupational health service. Company should arrange insurance scheme to support health care of the employees.

(iv) Notification:

The main purpose of notification of health related national laws of regulation is to initiate measures for

Prevention and protection against the occupational disease. This also help in effective application ~~as~~ of the law and helps to investigate the working condition and other circumstances which have caused or suspected to have cause occupational disease.

(v) Supervision of working environment:
Periodic inspection of working environment provides information of primary importance in the prevention of occupational disabilities. The physician should visit frequently the working place to check & monitor work environment, light, noise, temperature, Sanitation, Space, etc.

(vi) Maintenance and analysis records:
Post record provides guideline for decision making & planning, the employees

health record and occupational disability records must be maintained. It will be better to collect health record of employees who have retired or left services specially for the critical works. This enables to assess the hazards which have long term effect.

(vii) Health education & counseling:

Ideally, health education should start before the employee starts his assignment. All the risks at the working place and protective measures for them should be explained to him. He should be frequently remained about the dangers in the working place through the media of health education such as Charts, handbills, posters and organization magazine.

The engineering measures to prevention of occupational disease are below -

Engineering Measures -

(i) Plant layout & design:

Layout plan and proper design of civil structures, machine, equipment, tools etc. are one of the main factor of safety and occupational health. Proper space, ventilation, floor condition, lighting, aeration, machine guarding, cleanliness, use of safety gears etc. contribute to congenial working place.

(ii) Good House Keeping:

Clear and good work environment not only keep good health but also freshes mind. Equipment, tools and other materials should be

kept ~~sys~~ systematically and orderly, so that less time & effort are required to use it.

(ii) General Ventilation:

There should be good ventilation space in the working place. There is a rule that for each worker, there should be a minimum 5 sq. ft of ventilation opening through which air can pass continuously and must have 500 c. ft air space for each worker.

(iv) Local exhaust ventilation:

Local exhaust must be provided for the ventilation of dusts, fumes and other injurious substances produced with a particular job. These harmful matters must be trapped by enclosure & extracted at source, before they contaminate the general

Working place.

(v) Mechanization and Substitution:

The plant should be mechanized to the fullest possible extent to reduce hazard of contact & with harmful substances. Substitution is meant the replacement of a harmful material by a harmless or lesser toxicity one.

(vi) Isolation:

Critical and often sine operations may be separated / isolated in buildings so that employees / workers do not directly connected with it.

(vii) Protective device:

Protective gear must be provided to the employees who work in hazardous working environment.

(viii) Statistical monitoring & research:

~~Statistical~~ Statistical monitoring Comprised the review at regular intervals of collected data on the health and environmental exposure of occupational groups. This monitoring provides individual health care of an employee; it provides monitoring of rate of increase of disease levels of victims. Research provides condition of the work environment and different disease control program.

Ans to the Question no - 05

5(a)

5(a) Answer: As we all know that personal protective equipment (PPE) are vital safety gears to work hazardous working situation.

Since from end of 2019 the whole world is ~~off~~ stop because of COVID-19 pandemic. COVID-19 is a disease infected by a virus. This virus can entered human body by ~~be~~ nose, ear, ~~and~~ eyes. So, When any person ~~is~~ is contact with COVID positive person, ~~non-effect~~ non-COVID person can be affected by sneeze of COVID positive person. Shaking hand and touch nose, Virus can entered to non-COVID human body. So, to protect us from these hazardous situation we need to use

Personal Protective equipment.

Since Corona virus can enter into human body by eyes so we need eye protection in the hazardous working condition like COVID-19. So, we can use cover goggles that can save our eyes from corona virus entering.

Afain, Corona virus can entered into human body by nose. So, we need nose & face protection. in the hazardous working situation like COVID-19. So to protect our face from corona virus entry, we can use face shield. Then to protect our nose we can use mask, we can use ^{type II} n95 mask, surgical mask, etc. Mask may help to protect others, because wearers may be infected before symptoms of illness appear. So, wearing mask is good for situation like COVID-19.

Then we need to use gloves. ~~Since~~ Corona virus can be anywhere and if we touch ~~other~~ ^{COVID Positive} people accidentally or, touch any surface where ~~COVID~~ Corona virus exist then Corona Virus will be in our hand and when we touch our mouth or nose, this Corona virus entered our body an infected us. So, to protect ourselves, we wear one time use hand gloves. It will protect our hand.

Similarly use apron (or gown if risk of spraying/splashing) can protect our cloths. Corona virus can be in our cloths also. So we can use ~~similar~~ use apron when go outside. Then after coming home burning the ~~similar~~ use apron. So, we can protect our cloths from the Corona virus.

Since personal protective equipment (PPE) like,

- Cover goggles (Eye protection)
- N95 Mask, Surgical Mask Type II (Nose protection)
- Face ~~Safe~~ Shield (face protection)
- ~~Hand~~ & Single use hand gloves (hand protection)
- Single use apron/ gown (Body/cloth protection)

Since, this PPE protect us from Hazardous situation like COVID-19. So, we can say If we are not wear these safety gears we can easily caught by Corona virus. So, Wearing this PPE we protect ourselves from this hazardous condition of COVID-19.

5(b)

5) b) Answer: The distinction between Public and Private Company are given below—

1. Paid up Capital —

A private company must have a minimum paid up capital of Rs. 1,00,000 whereas a public limited company must have a minimum paid up capital Rs. 5,00,000 as per amendment act.

2. Number of members —

The number of members in private company cannot be less than two and cannot be more than fifty. In a public company, the number of members cannot be less than seven but no ~~more~~ maximum has been fixed. There may be any number of members.

3. Restrictions on transfer of shares —

In a private company there must

be regulations restricting the transfer of shares. In a public company there need not be any. By restricting transfer, a private company can prevent the membership of person or classes of person who are considered to be undesirable.

4. Restrictions on invitation on public -

A private company can not invite the public to purchase its shares or debentures. A public company may do so.

5. Restriction on name -

A private company must add the words, "Private Limited" at the end of its name.

6. Prospectus -

A private company need not file a prospectus or statement in lieu of prospectus.

7. Issue of rights shares -

When a public company proposes to increase its subscribed capital by the

Issue of new shares, it must be offered first to existing equity share holders, unless the members in a general meeting decides otherwise. This provision does not apply to private companies.

8. Commission of business -

A private company can commence business immediately on incorporation, whereas of a public company, ~~can not~~ ^{can not} commence business immediately. They have to wait until it obtains a certificate.

9. ~~Statutory~~

9. Statutory meeting and Statutory report -

A private company need not hold the statutory meeting or file the statutory report.

10. Number of directors -

The Act provides that a private company must have at least two directors and public company at least three directors.

11. Rules regarding directors -

The rules regarding directors are less ~~straight~~ stringent in the case of Private companies which are not subsidiaries of public company.

12. Companies own share -

In a private company any person can get financial assistance for purchasing the company's own share.

13. Procedure of meeting -

The law relating to the procedure of meeting is relaxed in a private company.

Ans to the question - 06

Q6) Answer:

Formation of a company is given below -

~~Formation of a company~~
Essential steps of formation a company -

1. The memorandum and articles must be prepared. These two documents must be filled with application is made for the registration and incorporation of the company. The company Act lays down rules regarding the preparation of the memorandum. Schedule I to the Act of 1956 contains four models for use different cases.
2. If it is proposed to have a paid up capital or more than Rs. - 3 ~~crores~~ crores, sanction of the central government must be obtained under

the Capital issues Act 1956. Formerly Sanction was required up to Rs 1 crore or more. The exemption limit was raised to Rs 3 crores by an order of the central government on 31st March 1978. The exemption is not available to monopoly companies subject to the monopoly and restrictive trade practice Act of 1969 and companies with foreign shareholding of more than 40%.

3. If the company to be formed intends to participate in an industry which is included in the schedule annexed to the Industries Act 1951, a license must be obtained under that act.

4. The companies must be registered in accordance with the provisions of the Companies Act 1956 and certificate of incorporation must be obtained.

5. In the case of public company, the following further steps are required to be taken before it can commence business.

5. The prospectus or the statement in the prospectus must be issued and registered with the registrar.

6. The minimum subscription must be raised and therefore the allotment of shares must be made.

7. The certificate for commencement of business must be obtained from the registrar.

Procedure of registration and incorporation are given below -

Procedure of registration and incorporation -

for the registration of a company, the following documents, together with the necessary fees, must be submitted to the registrar of companies of the state in which registered office of the company will be situated.

(1) The memorandum of Association, prepared in accordance with the provisions of the Companies Act, and signed by at least 7 persons in the case of public companies and 2 person in the case of private companies.

- (2) The articles of association, in case of unlimited companies, companies limited by guarantee and private companies limited by shares.
- (3) A declaration by any of the following persons, stating that all the requirements of the Act have been complied with an advocate - an attorney, a pleader, a chartered accountant, or a person named in the articles as director, manager or ~~or~~ secretary of the company.
- (4) A duly signed list of persons have consented to be directors of the company, their consent in writing and signed agreement with

every such director to take the number of shares required to qualify as director. These are not required in the case of private companies and the companies not having a share capital.

(5) The registration fees of a company is fixed on a graduated scale on the amount of nominal capital or the number of members. This is also filing fee per document.

If registrar is satisfied that all the requirements of the Act have been complied with, he will register company and issue a certificate called certificate of incorporation.

Ans to the Questions - 1(A)

1(A) Answer: My ~~phy~~ philosophical views towards safety are given below -

More successful and safe operation have followed a "human factors" or "behavioral approach" and a new set of safety principles ~~have~~ have been defined -

As applied to the process industrial these are -

(i) Safety should be like other managerial function (Setting goals - then planning, organizing, motivating, implementing and then monitoring to achieve goals)

(ii) Certain types of ~~activities~~ activity are more likely to cause accidents -

- ★ Unusual or non-routine activities
- ★ Non-productive activities
- ★ Construction and un-scheduled maintenance activities

(iii) Safety personal must take a pro-active approach by -

- * Searching for the root causes of accident and
- * Establishing procedure to reduce the chance of accident or not to happen if same type of accident again.

(iv) For many cases, the causes highlighted highlighted above are part of normal human behaviour

(v) There are these essential elements in an employee safety system -

- * The physical (safe environment, tools, machine, facilities etc.)
- * The managerial (safety regulations, training, incentive plan etc.)
- * The cultural (safety practice at all level & for all)

(iv) (vi) There is no single correct way to achieve safety in an organization but the following aspects are all essential for achieving safety -

- ★ Involve supervisor and make them accountable
- ★ Involve management at all levels.
- ★ Senior management must demonstrate commitment
- ★ Be flexible
- ★ Be perceived as positive

1 (b)

1 (b) Answer: Six events may be classified from the above definition of safety management. They are -

- a. Safe equipment, process and layout design
- b. Safe work method design
- c. Recruiting and retaining of competent employee
- d. Promotion of safety awareness from an individual and organizational stand point.
- e. Education in safety at all levels in the organization and
- f. managerial and financial support for the moral and ethical responsibility.

a. Safe Equipment and Process Design —

"Prevention is better than cure" — is an old saying and widely used. To ensure safety of the plant, people, neighbouring, community and the environment and these are —

- (i) Plant layout, design perspective
- (ii) Pipelining and instrumental diagram
- (iii) Equipment and material specification
- (iv) Process chemistry (process flow diagram & chemistry of all materials)
- (v) Maintenance scope, safety & fire protection system.

b. Safe work method design —

Various types of works are executed by an individual or by a group of people for the plant operation &

maintenance, also at the time of plant/equipment installation. Their style and standard of work might be different and may not match with the equipment or environmental requirement, which may result in an accident.

"All technologies of the world will be useless if we do not follow their norms"

C. Recruiting and retaining of competent employees -

Experienced manpower is the main assets of a business. Productivity, efficiency and safety of any process or business greatly depend on the capacity and capability of the people engaged in business.

d. Promotion of safety awareness from an individual and organizational stand-point -

• Safety awareness plays a vital role in accident prevention program of an organization. "People never plan to fail but usually fail to plan". There should be a safety department in the organization responsible for all safety activities.

e. Education in safety at all level in the organization -

"People will make mistake as they are not proper to be infallible". On the other hand hazard analysis recognized that all the hazards cannot be eliminated totally." If a behaviour of people are modified so as to improve their safety awareness, accident

Prevention could be managed.

f. Managerial and financial support for the moral and ethical responsibilities —

The basic causes of accident are poor management ~~police~~ policies and decisions, in addition to personal and environmental factors.

So, there should be an adequate budget allocation to move with a sound and effective safety program, which is planned, set and practice by proper management.