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Ans. to the que. No: 3

Acceptance of a proposal means unconditional agreement to all the terms of that proposal. Acceptance may often be oral or in writing, but in some cases an offeree may accept an offer by doing something, such as delivering goods in response to an offer to buy. It is said that, an acceptance by silence could be sufficient if it was the offeree who suggested that their silence would be sufficient. 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, such as, - I accept your offer so long as you trim my tree in the next days. By its terms, a conditional acceptance

is a counter offer.

Following are the rules of a valid acceptance:

i] Acceptance must be absolute and unqualified:

The basic rules regarding an acceptance is described in section-7 of the contract act, 1872. It says, - in order to convert a proposal into a promise the acceptance must be absolute and unqualified.

ii] The acceptance must be unconditional:

All of the terms of the offers must be accepted. on the other hand an acceptance must be unconditional. An acceptance with a variation is no acceptance. Any attempts to vary the terms of a proposal will result in a counter offer.

iii] Acceptance might be conditional:

Acceptance may be conditional on the happening of something such as - I accept your offer so long as you trim my tree in the next two days. By its terms, a conditional acceptance is a counter offer.

iv) Mere inquiries do not count as rejection:
In some situations what may seem to be a counter offer may not actuallay deemed as such, it all depends upon how they are worded. Mere inquiry cannot be counted as rejection.

v) The acceptance must be expressed in some usual and reasonable manner:
Section 7 (2) of the act says, in order to convert a proposal into a promise, the acceptance must be expressed in some usual and reasonable manner.

vi) A counter offer may become a terms of the agreement if it is accepted:
when a proposal is not accepted without any condition or is accepted with some conditions, then the party to whom the proposal is made is said to make a new proposal that is in its legal term is called counter offer. And if the proposer accepts the terms those can be the terms of an agreement. Technical counter offers do not necessarily count as a rejection of the original offer if they are not of importance to the parties.

vii) The acceptance must be communicated to the offeror:

The acceptance must be communicated. Depending on the construction of the conduct, the acceptance may not have to come until the notification of the performance of the conditions. Prior to acceptance, an offer may be withdrawn. And before the communication of the acceptance to the offeror, it might be withdrawn.

viii) Silence can never amount to an acceptance: No contract is formed if the offeree remains silent and does nothing to show that he has accepted the offer. The acceptance is complete only when it is communicated to the offeror. Silence or receipt and retention of premium cannot be constructed as acceptance.

ix) The postal rule: This is an acceptance to the basic rule of communication of an acceptance, basically when an acceptance is posted this is when the contract is formed and not when the acceptance is received by the offeror. Section-4 of the act says, the communication of an acceptance is complete, as

against the proposer, when it is put in a course of transmission to him, so as to be out of power of the acceptor.

x] Modern methods of communication: These provide a number of further problems. It has been decided that for example telephones are not to be treated under the normal rules of communication, but answer machine methods will be down to interpretation by the court.

xi] The mode of acceptance: when the promisor prescribes a particular mood of acceptance the offeree must follow the particular mood of acceptance. For example if the offeror says - acceptance to be send by telegram, the acceptance must be sent by telegram.

xii] Time of acceptance: If the time of accepting the proposal is prescribed by the offeror, it must be done within the time. If no time is prescribed the acceptance must be done within reasonable time.

xiii) Before offer: There cannot be acceptance before the offer is given by any person. This is natural consequence.

xiv) The acceptance must be made when the offer in force: The acceptance must be made before the offer been revoked or the offer has lapsed, it one passes time and before accepting the offer the offeror revokes the proposal, the late acceptance will not be guaranteed.

The above are the rules of valid acceptance according to "Contract Act 1872".

Ans. to the que. No: 5

Occupational diseases may defined as the diseases which can be caused due to hazards in workplaces. The various measures for the prevention of occupational disease may be grouped under three heads:

a) Medical
b) Engineering
c) Statutory or legislative

We will discuss about the medical and engineering measures of preventing occupational diseases.

Medical measures:

i] Pre-placement examination:

Pre-placement examination of employees is the foundation of an efficient occupational health service. Employee's family, past occupational and social history, a thorough physical examination, includes pathological and radiological test, electro-cardiogram, vision test etc. should be thoroughly examined and recorded in his personal file. During fresh recruitment candidate may be rejected due to health lagging or may be placed suiting his health and mental condition. Medical examination is also important during promotion or transfer. Pre-placement examination also served as a useful bench-mark 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 examinations 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 examinations will depend upon the type of occupational exposure. ordinarily, workers are examined once in a year.

iii) Medical and health care service: The medical care of 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 regulations is to initiate measures for prevention and protection against occupational disease. This also helps in effective application of the laws and helps to investigate the working conditions and other circumstances which have cause or supected to have cause occupational diseases.

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 and monitor work environment - light, noise, temperature, sanitation, space etc. and various aspects of occupational physiology such as occurrence of fatigue, night-work, shift-work, weight carries etc.

vi) Maintenance and analysis of records: Past record provides guideline for decision making and planning. The employee's health records and occupational disability record must be maintained. It will be better to collect health record of employees who have retired or left the services, especially for the critical works. This enables to assess the hazards which have long term effect.

vii) Health education and 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 medial or health education such as charts, handbills, pasters and organization magazine.

Engineering measures:

i) Plan layout and 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, ventillation, floor condition, lighting, aeration, machine guarding cleanliness, use of safety gears etc. contribute to congenial working place.

ii) Good house keeping: clean and good work environment not only keep good health but also freshes mind. Equipment, tools and other materials should be kept systematically and orderly, so that less time and effort are required to use it.

iii) 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. of air space for each worker.

iv) Local exhaust ventilation: Local exhaust must be provided for the ventilation of dusts, fumes and other injury substances produced with a particular job. These harmful matters must be trapped by enclosure and extracted at source before they contaminate the general working place. Dusts can also be controlled at the point of origin by water spray.

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 one or one of lesser toxicity.

vi) Isolation: critical and offensive operations may be separated/isolated in a buildings so that employees/workers non directly connected with it. certain operations can be done at night/holidays in the absence of the usual staff.

vii) Protective device: Protective gears must be provided to the employees who work in hazardous working environment.

viii) Statistical monitoring and research: Statistical monitoring comprises the review at regular interval 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 dose levels of victims. Research provides condition of the work environment and different disease control program.

Above are the medical and enginering measures to prevent occupational diseases. Both are very important and must be followed accordingly.

Ans. to the que. No: 6

Articles of Association:

The articles of association contain rules, regulations and bye-laws regarding the internal management of companies.
Articles of association form a document and specifies the regulations for a company's operations and defines the company's purpose. The document lays out how tasks are to be accomplished within the organization, including the process for appointing directors and the handling of financial records.

Memorandum of Association:

Memorandum of association is the most important document of a company. It states the objects for which the company is formed. It contains the rights, privileges and powers of the company. It is treated as the constitution of the company. It determines the relationship between the company and the outsiders.

Following are the steps we need to follow to form, register and incorporate a company:

1/ The memorandum and articles must be prepared. These two documents must be filed when application is made for registration and incorporation of the company. The companies Act lays down rules regarding the preparation of the memorandum. Schedule I to the Act of 1956 contains four models for use in different cases.

2/ If it is proposed to have a paid up capital of more than Rs 3 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 monopolies and restrictive trade practice Act of 1969 and companies with foreign shareholding of more than 40%.

3] If the company to be formd intends to participate in an industry which is included in the schedule annexed to the industries Act 1951, a licenese must be obtained under that act.

4] The company 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 a public company, the following further steps are required to be taken before it can commence business. The prospectus or the statement in the lieu of prospectus must be issued and registered with the registrar.

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

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

For the registration of a company the following documents together with necessary fees must be submitted to the registrar of companies of the state in which registered office of the company will 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 persons 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 compiled with an advocate, a pleader, a chartered accountant or a person named in the articles as director, manager 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 the signed agreement with every such director to take the number of shares required to quality as director. These are not required in the case of private companies and 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 member. There is also a filing fee per document.

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

Thus, following the above steps a company can be formed, registered and incorporated,

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Ans. to the que. No: 1

Hazard is a very familiar word, commonly used to mean risk, accident, threat etc. In industrial situation, hazard is any undesirable situation or system that exists, can cause inconvenience, which may end-up with fire, explosion, toxic release etc. Hazard in severe play can cause death, property damage, environmental impact or inconvenience in production operation.

Webster's Dictionary defines that, "Hazard is a chance of being harmed or injured, or to expose to harm or danger". or may be defined as "Hazard includes conditions that can result in deaths, injuries, illness, property loss and environmental damage".

A more comprehensive definition may be as "A hazard is any real potential condition or act that could cause damage to property or harm to environment or may disrupt a process operation or commence injury, death/

prolong sickness to person but has not yet done so".
Accidents are end-results of hazard. Potential hazards are to be investigated, identified, and eliminated or reduced to safe level to avoid accidents. Accident causes consequential wealth, life, environment and/or property damage.

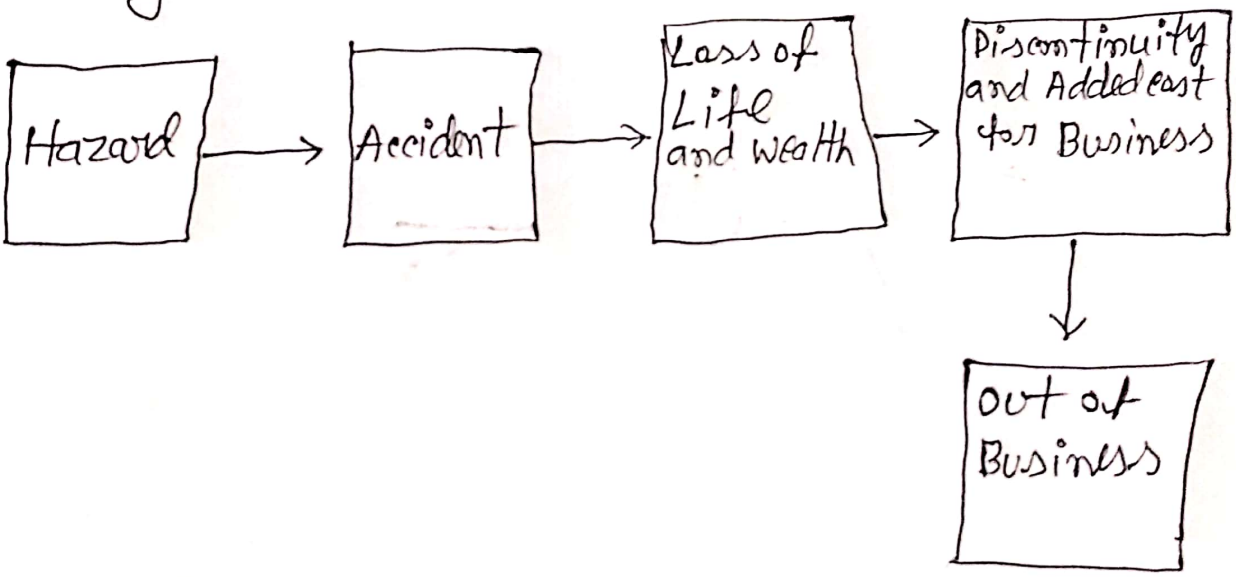

Fig: Model of Hazard-Business Relationship

Hazards in the working situation may be categorized in the following manner:

i) Physical Hazards: Hazards due to agents/ items present at the working place. Example of agents are: equipment, Machines, Electricity, Extreme heat or cold, Humidity, Noise, Vibration, moving objects, place and position of workers etc.

ii) Chemical Hazards: Raw materials, Products, chemicals, catalyst Agents etc - possess some dangerous characteristics such as explotion, radiation, toxicity, corrosion, poisoning, oxidizing, irritation, carcinogenic etc which are responsible for chemical Hazard. Example of agents are: Acids, Bases, Dyes, pain, mist, solvents, cotton dusts, gasoline vapour, welding fumes, H_2S, SO_2, chlorine, chromium, lead etc.

iii) Biological Hazards:

Micro-organisms and their metabolic products are the cause of biological hazard. Examples: a) Some micro-organisms found generally in the waste water drains, it consumes sulfur content material (such as grease, oils etc.) release Hydrogen Sulfide gas as a metabolic product from their body. b) Hazards those spreads from animals or animal products (hides, wool, hair etc) are also of biological category. Bacteria, viruses, fungi or parasites, may be transmitted via contact with infected animals, persons or contaminated body fluids.

iv) Psychosocial Hazards:

Psychosocial hazards are those resulting from working relationship or situational factors that create psychosocial /mental pressure in the employee. Examples are: Hazard out of mental stress, Monotony of work, Fatigue, Brain fag and Irritation.

V/ Human Factors Failure Hazards:

Human factors failure hazards are those outcome from human faults and lagging. Example are: Unsafe work practice, Ergonomic factors, lack of communication and co-ordination, poor training, improper manning, accident proneness, negligence of management etc. Hazard control is a continuous process in industries. Starting with the design phase, continue during the operation and ends with the close down of industry. Following are some basic steps of hazard control:

1/ hazard identification:

A group of experienced and expert people will make an audit to identify possible hazards of an industry.

2/ hazard inventory:

The expert group came to audit will make the list of the hazards those pose in working place.

3) Hazard Ranking: Hazards will be ranked on the basis of its severity and potentiality potentiality of merit. consequently all hazards should be ranked in descending order based on the basis of level of risk they pose.

4) Assessing probability of occurrence: Should assess the probability of occurring hazards according to the list made before.

5) Hazard Rank assessment: After checking probability of occurrence ranks maybe updated.

6) Hazard elimination/control: Attempt should be made to eliminate hazards or look for alternative method which may replace the major hazard by a less severe hazard or will eliminate the hazard. All hazards are not possible to eliminate but preparation should be made to handle or control those hazards.