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CGCERT/ OM Part II- FORMS/ SECTION D/ RECORDS	Operator's Contract Form with CGCERT (Annexure-26)
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Annexure- 26



Operators Contract Form with CGCERT

The agreement made this -----day of ----- (month)----- (Year) between the CEO of Chhattisgarh Certification Society (CGCERT), India, Raipur, Chhattisgarh of the one part and Shri-----of..... Village and carrying on business of -----at-----

The agreement witness with as follows:

1) Commencement

The operation of this agreement shall commence from date----- to till date-----.

2) Regulations:

The inspection and certification will be based on the valid versions of the following regulations; Indian national standards for organic production (NPOP/NSOP) and CGCERT directives on the interpretation and implementation of the national Indian standards.

The agency retains the right to develop the inspection and certification system on its own responsibility based on the above listed standards.

3) Protection of Information:

All data pertaining to the farms/ processing / manufacturing or trading unit and the internal control system in question are considered confidential and are handled with utmost secrecy. This non disclosure agreement does not apply to relevant competent authorities. The revocation of certification may be made public.

4) Contract Violations:

CGCERT may impose sanctions according to the CGCERT's scale of sanctions, in case of violation of this contract or the regulations indicated. The scale of sanctions is an integral part of this contract. The agency reserves the right to amend the scale of sanctions. The agency shall inform the operator of the amendment one month before it will be valid.

5) Amendments:

All amendments to this contract shall be in writing.

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6) Conditions of this contract:

I ----- (Operator's name) hereby assure that:

- a) I will follow all the rules and regulations of CGCERT and will strictly adhere and comply with NPOP standards.
- b) I will submit the required certification fees as per the norms of CGCERT. CGCERT reserves the right to apply additional charges if documents necessary to the completion of the inspection are unavailable. The scale of fees is an integral part of this contract. The agency reserves the right to amend the scale of fees.
- c) I will make a clear distinction between organic and conventional to protect my products from prohibited materials throughout the process which affects the organic integrity.
- d) I will allow announced and un-announced inspections and sampling by CGCERT's Inspectors or person authorized by CGCERT and provide them all the relevant documents necessary for inspections. CGCERT has the right to view company documents and to view data relevant for the inspection and certification. This applies to both organic and conventional parts of the operation.
- e) I agree that authorities and accreditation bodies here in after monitor as the competent authorities relevant for certification may get same access to the premises and data as the CGCERT.
- f) I will make all necessary arrangements and provide all means for physical inspection and optimal co-operation during and in-between the on-site visits.
- g) With compliance to APEDA's advisory/2025/06 dated 08/07/2025 on Analysis and residue testing under NPOP 8th edition the number of samples to be taken and analyzed by the CGCERT every year shall be at least 5% of total registered operators under its control. Additionally, minimum 2% farmers of each Growers group shall also be analyzed and detecting presence of unauthorized substance in organic process. Moreover, 5% additional sampling shall be drawn and tested in case where the use of product or techniques not authorized for organic production is suspected. The cost of mandatory 5% sampling/testing required under the regulation shall be borne by the CGCERT, rest 2% within the Grower group and 5% additional sampling/testing cost shall be borne by Operator/ICS. I will bear the aforementioned actual cost of laboratory testing incurred by

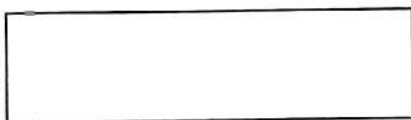
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NABL laboratory for the suspected residue analysis during announced, additional and unannounced inspections.

- h) I will present over the spot during inspections. In case if I am unable to present, then any responsible person (concerned with the matter) will be present with all the necessary documents and records. I will keep records of all my activities under organic management for inspection and certification purpose.
- i) I affirm that my Fields/Firm from which products will be sold, labeled or represented as organic shall have no prohibited substances.
- j) I hereby affirm that my product under organic certification shall be free from GMOs throughout the system.
- k) I will inform CGCERT immediately, if I will make any changes in my Annual Plan or suspect any risk which could affect the organic integrity. I also submit annual report to CGCERT mentioning total production, total sold / left quantity etc.
- l) New operators/ members (in case of group) will be included in the group after the completion of at least one internal inspection and inform CGCERT about its inclusion.
- m) I will take approval for use of any off farm or commercial inputs before application on my field.
- n) I will neither display any India Organic Logo for approved inputs nor sought any label for such use. Further if CGCERT's logo is to be used I affirm that I will take written permission from CGCERT. I will not represent my products as certified organic unless it is not certified by CGCERT. I will take prior permission from CGCERT for printing of required quantity of labels. I will use the mark of India Organic Logo on organic products only as per revised NPOP.
- o) I do agree that I will not use any political pressure or other influence to gain any favor of CGCERT.
- p) I do agree with the sanctions imposed on me by CGCERT if any non-compliance is found against production/process.
- q) I do agree and will bear any kind of liabilities arising from its operations, activities or implementation under this certification program.

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- r) I affirm that any serious violation/ deficiency at any point of time observed by the CGCERT then I will abide by applicable sanction as laid down in NPOP-2024 and also agree to pay penalties levied over me.
- s) I affirm that if I am not satisfied with the decisions taken against grant of Certification or any other else I have sole right to put up the matter in writing to Appeal Committee of CGCERT, if even not satisfied with appeal committee it may put forward the same before Arbitration & Reconciliation Tribunal act 1996.
- t) In case of dispute not resolved by Arbitration tribunal, the dispute shall be subject to the Court coming under the jurisdiction of Chhattisgarh.



C.E.O., CGCERT

Operators Name

Seal & Signature

Date & Place _____