

Decoding EPR Guidelines

For Plastic Packaging

Under Plastic Waste Management Rules, 2016 (as amended)

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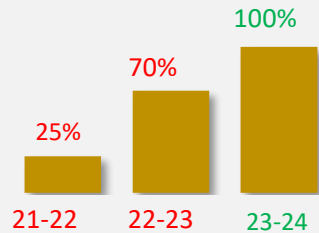


- **Ministry of Environment Forest & Climate Change** released Plastic Waste Management Rules, 2016 (as amended) in exercise of powers under **Environmental Protection Act, 1986**.
- The Rules provide a regulatory framework for management of plastic packaging waste generated in the country.

Important Rules:

EPR Targets

EPR Targets: Regulations mandate 70% EPR Obligation in FY 2022-23 & **100% achievement** from FY 2023-24 onwards.



- Target is calculated basis the average plastic consumption of your pervious 2 Financial Years.
- Pre-consumer & post-consumer plastic consumption both are considered.
- Brand & geography neutral.

Obligated Entities

Producers
Importers
Brand Owners
Plastic Waste Processors

- PIBOs are not allowed to do business without registration & shall not deal with any un-registered entities.
- Micro & Small Brand Owners are exempted to do Registration.
- In order to issue the certificates, it is mandatory for PWP's to register on the online portal.

Plastic Packaging Type

1. Cat I (Rigid Plastic)
2. Cat II (Flexible)
3. Cat III (MLP)
4. Cat IV (Compostable)



Regulatory Implementation

- **Online Registration**
- **Thickness for Plastic Sheets & Carry bags** defined.
- **Marking & labelling for Plastic Packaging.**
- **Prohibition of specified Single Used Plastics** from 01.07.2022.
- Protocols for Compostable & Biodegradable packaging.
- Additional Obligation for- **Reuse, Recycling & Use of Recycled plastic packaging**
- Environmental Compensation
- **Fulfill EPR & File Annual Returns**
- Real time Update of procurement & sales of Plastic packaging

Targets

EPR & Additional Circularity

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Obligations	Producer	Importer	Brand Owner
REUSE	✗	✗	✓
RECYCLING	✓	✓	✓
USE OF RECYCLED PLASTIC	✓	✓	✓

	Category/ Year	2024-25	2025-26	2026-27	2027-28	2028-29 and onwards
REUSE (only for Rigid Plastic Packaging)	Cat I: ≥ 0.9 L / Kg but < 4.9 L / Kg	✗	10%	15%	20%	25%
	Cat I: ≥ 4.9 L or Kg	✗	70%	75%	80%	85%
RECYCLING	Category I	50%	60%	70%	80%	
	Category II	30%	40%	50%	60%	
	Category III	30%	40%	50%	60%	
	Category IV	50%	60%	70%	80%	
USE of RECYCLED CONTENT	Category I	✗	30%	40%	50%	60%
	Category II	✗	10%	10%	20%	20%
	Category III	✗	5%	5%	10%	10%

Updated and Advanced Version of Module I

Module I(A)

Under Plastic Waste Management Rules, 2016 (as amended)

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CPCB announced the launch of Module IA and Module III on 19.11.22 and conducted various training sessions to apprise PIBOs of the change and various requirements.

Key Highlights

MODULE I(A): Registration of PIBOs-Updated and advanced Version of Module 1

- **Real time Capture of Procurement /Sales of Plastic Packaging Cross-validation of Transactions between PIBOs/PWPs (*Invoice No. generation / Auto-population of Sales/ Procurement detail*)**
- **Dynamic fixing of Annual EPR Target as per EPR Guidelines (*Auto-generation of next year EPR target*)**
- ***Assessment of use of recycled plastic/reuse (Cat I rigid plastic) EPR credits***
- Existing Registration of PIBOs is auto-migrated to Module I(A).
- New Registrations application basis updated version - checklist
- Late fee mechanism introduced for Registration application.
- **Change of authorized signatory/ mobile number is now possible.**

MODULE III: Generation & Transfer of Certificates by PWP

- Only **Portal generated EPR Certificate** will be considered for EPR fulfilment.
- Physical verification of PWP by SPCBs / PCCs ; Conversion factor applicable for generation of certificate
- Without physical verification & approval by assigned authority certificate generation will not happen
- Generation & Transfer of certificate requires production, inventory & sales data to be provided by PWP

Capacity Building Module and FAQs

- Training programs with FAQs and Clarifications

It covers operations to be carried out post Registration which includes

- Providing real time information of procurement & sales.
- Validation of transactions between PIBOs/PWP,
- assessment of the quantity of recycled plastic used as well as that of reuse of Cat I plastic packaging

REAL TIME INFORMATION OF PROCUREMENT & SALES

Type of entity	Procurement of Plastic Packaging/ Products at GST Invoice Level		Sale of Plastic Packaging/ Products at GST Invoice Level	
	Registered Entity	Unregistered Entity	Registered Entity	Unregistered Entity
BRAND OWNER	Auto-fetched	Enter Manually	Not Active	Not Active
PRODUCER	Auto-fetched	Enter Manually	Enter Manually	Enter Manually
IMPORTER	Enter Manually	Enter Manually	Enter Manually	Enter Manually

Is EPR obligation state wise or pan India? Can PIBO purchase certificates from any state?

EPR obligation is brand & geography neutral. The certificates have to be procured on the EPR Portal

Will fulfilment of EPR obligation of previous F.Y. be carry forwarded? if it is not be carry forwarded then will it be mandatory to fulfil 25% of EPR obligation of 2021-22?

Surplus EPR credits can be transferred to the next year. However, the EPR Guidelines have been notified on February 16, 2022 and PIBOs have got registered in 2022-2023. EPR obligations for the period prior to February 2022 shall be fulfilled as per the EPR regime prevalent at that time and shall not get transferred to this year

Whether the certificate number remain same every year or it get changed?

The certificate number shall remain unchanged. However, for PIBOs registered through offline mode, new Registration No. shall be provided when registered on the EPR Portal

If Producer A is selling to producer B and producer B finally selling to a brand owner, will EPR obligation of producer A be deducted?

EPR targets shall be adjusted for both producer to producer as well as producer to brand owner transactions. If X is EPR obligation of Producer 1 and he has sold Y to Producer/ Brand owner, then his EPR liability shall be X-Y, provided all three entities are registered on EPR Portal

Labeling on rigid packaging is very tough, will BO can get exemption for labeling requirements?

Labelling is to be in accordance with provision of PWM Rules

Whether ULBs are required to register at Portal to generate credit certificate?

Yes

Whether third party and contract manufacturer is required to register on portal?

All PIBOs (excluding Micro / Small brandowners) are required to be registered on the portal

Environmental Compensation

For non-compliance

Under Plastic Waste Management Rules, 2016 (as amended)

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Violator	PIBOs					
Violations	Rule 9.1	Rule 10.6	Rule 12.4, 13.1 & 11.6	Rule 10.1	Rule 10.1 & 11.1	Rule 11.4
Actions	<p>1. EC to be levied</p> <ul style="list-style-type: none"> i. Violation I - Rs. 5000/ton ii. Violation II - Rs. 10,000/ton iii. Violation III - Rs. 20,000/ton <p>2. EC can be carried forward up to 3 years as per EPR Guidelines</p>	<p>1. Notice will be issued for 5 days:</p> <ul style="list-style-type: none"> i. Rs. 5000/- for next 5 days <ul style="list-style-type: none"> i. Rs. 10,000/- for 2nd time default ii. Rs. 20,000/- for 3rd time default ii. Rs.10,000/- for next 10 days <ul style="list-style-type: none"> i. Rs. 20,000/- for 2nd time default ii. Rs. 40,000/- for 3rd time default <p>2. Thereafter Annual Report to be Autofiled on the EPR Portal and EC to be levied on shortfall, if any.</p>	<p>1. Increased EPR target and EC proportional to the Penalty up to Rs 1,00,000/-</p> <ul style="list-style-type: none"> i. Violation I - 2x of application fees, ii. Violation II – 4x the application fees iii. Violation III – 8x the application fees 	<p>1. Cancellation of Registration</p> <p>2. EC of proportionate Penalty up to Rs. 1,00,000/-</p> <ul style="list-style-type: none"> i. Violation I: 2x of application fee ii. Violation II: 4x of application fees iii. Violation III: 8x of the application fees 	<p>CANCELLATION OF REGISTRATION</p>	<p>EC to be levied</p> <ul style="list-style-type: none"> i. Violation I - Rs. 5000/ton ii. Violation II - Rs. 10,000/ton iii. Violation III - Rs. 20,000/ton <p>EC can be carried forward up to 3 years as per EPR guidelines</p>
Violations	<p>SHORTFALL IN EPR TARGET in following types</p> <ol style="list-style-type: none"> 1. Recycling 2. End-of-life Recycling 3. Mandated Use of Recycled Plastic 4. Reuse of Plastic (Cat I) <p>Illustration 1</p>	<p>ANNUAL RETURN not Filed (To be filed by June 30)</p> <p>Illustration 2</p>	<p>MISREPORTING in quantity of plastic packaging placed on market and use of recycled plastics</p> <p>Illustration 3</p>	<p>SUBMISSION OF FALSE INFORMATION</p>	<p>NON-COMPLIANCE of conditions stipulated in Certificate</p> <p>Illustration 4</p> <p>Illustration 5</p>	<p>DO NOT GET REGISTRATION ON THE CENTRALIZED PORTAL</p>

Violator

Brand Owners

Violations

Actions

Violator	Rule 9.1	Rule 10.6	Rule 12.4, 13.1 & 11.6	Rule 10.1	Rule 10.1 & 11.1	Rule 11.4	Rule 11(1)
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How you can connect with us



A A Garg & Co.



info@aagarg.co.in



A A Garg & Co.



A A Garg & Co.



@AAGargCo



96721 10781

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1202, 12th floor, DLH Park, Swami Vivekananda Rd, Rani Sati Nagar, Sunder Nagar, Goregaon West, Mumbai, Maharashtra 4000622

Website: www.aagarg.co.in

Mobile: +91 8369857310

Email: info@aagarg.co.in



Abhishek Garg
Managing Partner

✉ abhishek.garg@aagarg.co.in

☎ +91 75062 43447



Vikash Garg
Senior Partner

✉ vikash.garg@aagarg.co.in

☎ +91 96199 09492



Ipsita Roy
Senior Manager

✉ ipsita.roy@aagarg.co.in

☎ +91 96721 10781