

EPR describes the **comprehensive obligation** that businesses must reduce the environmental impact of their products and packaging

Term introduced by  
**Thomas Lindhqvist** to the  
**Swedish Ministry of  
Environment in 1990**

Proposal  
**Manufacturer's must be  
responsible** for their  
products to the Swedish  
Ministry of the Environment

**'CRADLE-TO-GRAVE'**  
Approach

**life-cycle of products and  
packaging** made, sold and  
distributed by suppliers,  
importers, first-sellers,  
brand-owners, retailers and  
manufacturers

Benefit:  
This obligation encompasses  
waste reduction, recovery,  
recycling and reuse, new  
product designing, operating  
and financing the associated  
diversion program.

Countries like USA, EU, South Africa, South-East Asia, Japan are the early adapters of the framework of EPR.

**Thomas Lindhqvist**

In the field of waste management, extended producer responsibility is a strategy based on the “Polluter Pays Principle”, making producers responsible for the recycling and disposal in an environmentally sound manner.

EPR is applicable to all manufacturers, importers, suppliers/dealers, users, bulk consumer, distributors, e-retailers engaged in the manufacture, sale, transition, storage, and processing.

## OBLIGATED WASTE STREAMS IN INDIA



### **PLASTIC WASTE**

Management Rules,  
2016 (as amended)



### **E-WASTE**

Management Rules,  
2022



### **WASTE TYRE**

Under Hazardous Waste  
(Management & Handling)  
Rules, 2016 (As  
Amended)



### **BATTERY WASTE**

Management Rules,  
2022

# Important Notes from PWM Rules & EPR Guidelines

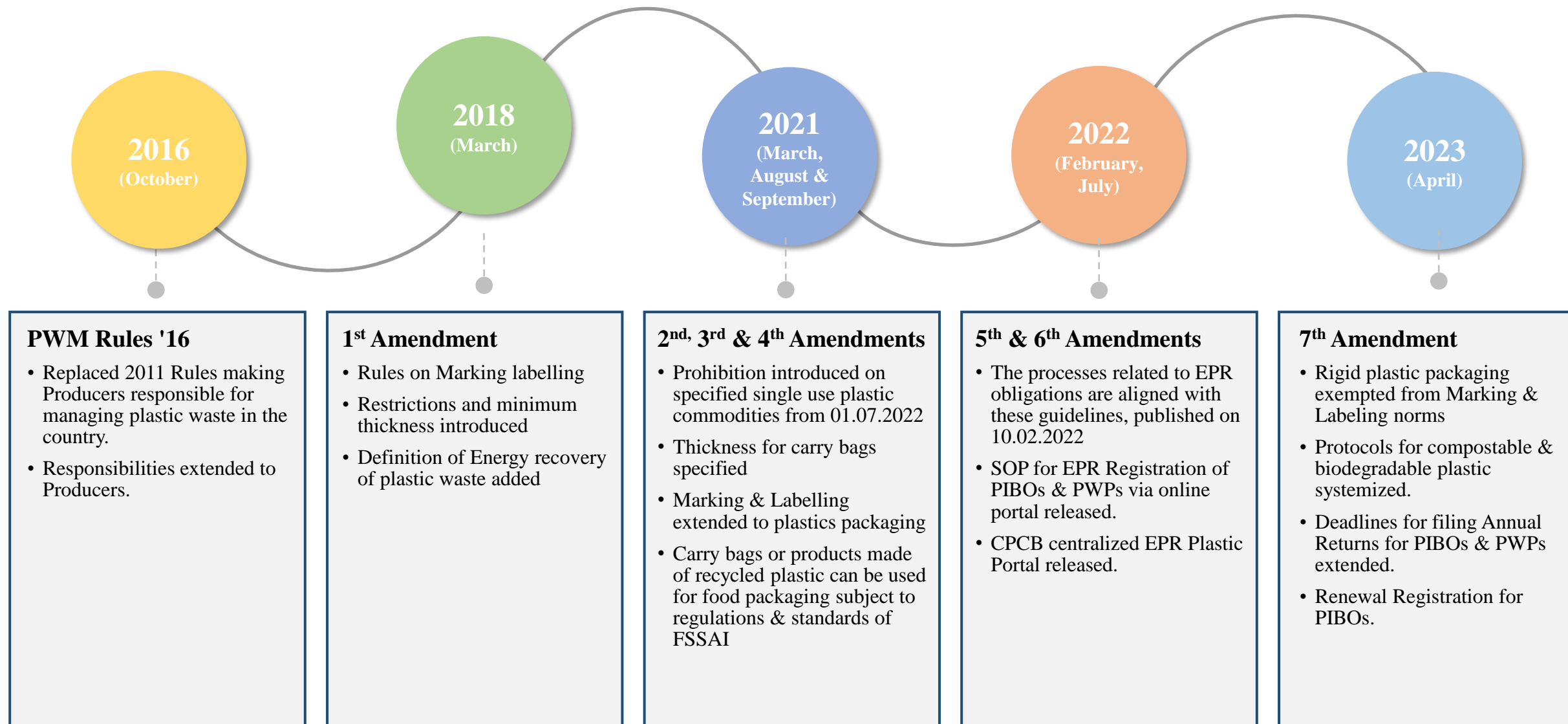
Under Plastic Waste Management Rules, 2016 (as amended)

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# Timeline of Plastic Waste Management Rule, 2016 (as amended)

**EPR** is a policy under which PIBOs take the responsibility of collection, channelization, disposal of the products in an environmentally sound manner.



- **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	Obligated Entities	Plastic Packaging Type	Regulatory Implementation								
<p><b>EPR Targets:</b> Regulations mandate 70% EPR Obligation in FY 2022-23 &amp; <b>100% achievement</b> from FY 2023-24 onwards.</p> <table><tr><th>Financial Year</th><th>EPR Target (%)</th></tr><tr><td>21-22</td><td>25%</td></tr><tr><td>22-23</td><td>70%</td></tr><tr><td>23-24</td><td>100%</td></tr></table> <ul style="list-style-type: none"><li>• Target is calculated basis the average plastic consumption of your pervious 2 Financial Years.</li><li>• Pre-consumer &amp; post-consumer plastic consumption both are considered.</li><li>• Brand &amp; geography neutral.</li></ul>	Financial Year	EPR Target (%)	21-22	25%	22-23	70%	23-24	100%	<p><b>Producers of Plastic Packaging*</b> <b>Importers</b> <b>Brand Owners</b> <b>Plastic Waste Processors</b></p> <ul style="list-style-type: none"><li>• PIBOs are not allowed to do business without registration &amp; shall not deal with any un-registered entities.</li><li>• Micro &amp; Small Brand Owners are exempted to do Registration.</li><li>• In order to issue the certificates, it is mandatory for PWP's to register on the online portal.</li><li>• Manufacturers have to register in an offline manner</li></ul>	<p>1. <b>Cat I</b> (Rigid Plastic) 2. <b>Cat II</b> (Flexible) 3. <b>Cat III</b> (MLP) 4. <b>Cat IV</b> (Compostable)</p>	<ul style="list-style-type: none"><li>• <b>Online Registration</b></li><li>• <b>Thickness for Plastic Sheets &amp; Carry bags</b> defined.</li><li>• <b>Marking &amp; labelling for Plastic Packaging</b> except Rigid Packaging.</li><li>• <b>Prohibition of specified Single Used Plastics</b> from 01.07.2022.</li><li>• 100% Biodegradable packaging is excluded from EPR</li><li>• Additional Obligation for- <b>Reuse, Recycling &amp; Use of Recycled plastic packaging</b></li><li>• Environmental Compensation</li><li>• <b>Fulfill EPR &amp; File Annual Returns</b></li><li>• GST Invoice level details for procurement &amp; sales of Plastic packaging to be maintained &amp; reported.</li></ul>
Financial Year	EPR Target (%)										
21-22	25%										
22-23	70%										
23-24	100%										



## Types of Plastic Packaging

### Category I

- Rigid Plastic Packaging



### Category II

- Flexible plastic packaging of single layer or multilayer (more than one layer with different types of plastic),
- plastic sheets or like and covers made of plastic sheet,
- carry bags,
- plastic sachet or pouches



### Category III

- Multilayered plastic packaging (at least one layer of plastic and at least one layer of material other than plastic)



### Category IV

- Plastic sheet or like used for packaging as well as carry bags made of compostable plastics.



“multi-layered packaging” means any material used or to be used for packaging and having at least one layer of plastic as the main ingredients in combination with one or more layers of materials such as paper, paper board, polymeric materials, metalized layers or aluminium foil, either in the form of a laminate or co-extruded structure

## Pre-Consumer & Post-Consumer Plastic Packaging Waste

- “Pre-consumer plastic packaging waste” means plastic packaging waste generated in the form of reject or discard at the stage of manufacturing of plastic packaging and plastic packaging waste generated during the packaging of product including reject, discard, before the plastic packaging reaches the end-use consumer of the product



- “Post-consumer plastic packaging waste” means plastic packaging waste generated by the end-use consumer after the intended use of packaging is completed and is no longer being used for its intended purpose



# Thickness Compliances under PWM Rules

## Rule 4 (c)- Carry Bags > 75 microns; from 31.12.2022 onwards >120 microns

- Carry bag made of virgin or recycled plastic, shall not be less than seventy-five microns in thickness with effect from the 30th September 2021 and one hundred and twenty (120) microns in thickness with effect from the 31st December 2022”

## Rule 4(d)- Plastic sheets or like (excluding Multi layer packaging) > 50 Microns

- Plastic sheet or like, which is not an integral part of multi-layered packaging and cover made of plastic sheet used for packaging, wrapping the commodity shall not be less than fifty microns in thickness except as specified by the Central Government where the thickness of such plastic sheets impair the functionality of the product

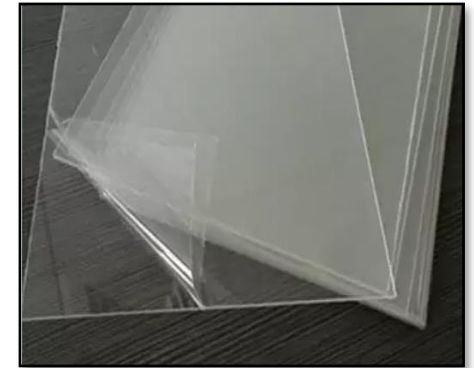
## Rule 4(h)- Thickness Provision not applicable for Compostable & Biodegradable

- The provision of thickness shall not be applicable to carry bags and commodities made up of compostable plastic and biodegradable plastic carry bags or commodities of both made from compostable plastics and biodegradable plastic shall conform to the Indian Standard: IS/ISO 17088:2008 titled as Specifications for Compostable Plastics, as amended from time to time. The manufacturers or seller of compostable plastic and biodegradable plastic carry bags shall obtain a certificate from the Central Pollution Control Board before marketing or selling

## Rule 4(j) – Non-Woven plastic carry bag > 60 GSM

- Non-woven plastic carry bag shall not be less than 60 Gram Per Square Meter (GWM)

PVC banners less than 100 microns are banned.



# Prohibition of specified Single Used Plastics

**Single-use plastic item commodity** means is a plastic item commodity intended to be used **once** for the same purpose before being dispose of or recycled

List of items prohibited with effect from July 01, 2022 - Manufacture, Import, Stocking, Distribution, Sale and Use (including polystyrene and expanded polystyrene)

1.	<b>Plastic Sticks</b>	A Earbuds Sticks	    
		B Balloons Sticks	
		C Candy Sticks	
		D Ice-cream Sticks	
		E Straws	
2	<b>Cutlery Items</b>	A Plates	  
		B Cups/Glass	
		C Forks	
		D Spoons	
		E Knives	
		F Trays	
3	<b>Packaging/Wrapping Films</b>	A Sweet Box	 
		B Invitation Cards	
		C Cigarette Packets	
4	<b>Other items</b>	A PVC banners < 100 µm	 
		B polystyrene for decoration	

## Remarks:

- SUP made up of compostable plastic and biodegradable plastics are allowed
- TN, Kerala SPCB has banned all kinds of SUP.
- MPCB also bans plastic coated & laminated disposable cutlery made from paper/aluminum etc. in its notification dated 15.07.2022
- Plastic cups and trays that are used for packaging are allowed.



Violator	Producer				
	Rule 4(c) & 4(j)	Rule 4(d)	Rule 4(f) & 4(i)	Rule 4(h)	Rule 11(1)
Violations	<b>MANUFACTURING</b> Carry bags not meeting specifications: <ul style="list-style-type: none"> <li>Thickness &gt; 75µm from 30.09.2021</li> <li>Thickness &gt; 120µm from 31.12.2022</li> <li>Non-woven Plastic carry bag &gt; 60GSM</li> </ul>	<b>MANUFACTURING</b> sheets not meeting thickness specifications > 50µm	<b>USING</b> Plastic material for storing, packing or selling gutka, tobacco and pan masala Plastic packaging shall not be used in any form: <ul style="list-style-type: none"> <li>Vinyl Acetate</li> <li>Maleic Acid</li> <li>Vinyl Chloride Copolymer</li> </ul>	<b>PRODUCTION</b> of prohibited SUP items	<b>SPECIFICATIONS NOT MET</b> for Marking & Labelling <a href="#">(Illustration 5)</a>
Actions	<b>Type of Compensation</b> to be levied: (i) <b>Seizure of manufactured products &amp; closure of unit</b> (ii) EC for to be levied on <b>quantity of plastic bags manufactured</b> from the date of inception of the unit or date of notification of PWM Rules (March 18, 2016) whichever is later: <ol style="list-style-type: none"> <li>Violation I: Rs. 5000/ton</li> <li>Violation II: Rs. 10,000/ton</li> <li>Violation III: Rs. 20,000/ton</li> </ol> (iii) <b>Penalty</b> as per section 15(1) of EPA 1986		<b>Type of Compensation</b> to be levied: (i) <b>Seizure of products &amp; closure of unit</b> (ii) EC for to be levied for <b>plastic used in packaging of tobacco products</b> from the date of inception of the unit or date of notification of PWM Rules (March 18, 2016) whichever is later: <ol style="list-style-type: none"> <li>Violation I: Rs. 5,000/ton</li> <li>Violation II: Rs. 10,000/ton</li> <li>Violation III: Rs. 20,000/ton</li> </ol> (iii) <b>Penalty</b> as per section 15(1) of EPA 1986	1. EC to be levied on <b>quantity of plastic SUP items produced</b> from the date of inception of the unit or July 01,2022 whichever is later. <ol style="list-style-type: none"> <li>Violation I: Rs. 5000/ton</li> <li>Violation II: Rs. 10,000/ton</li> <li>Violation III: Rs. 20,000/ton</li> </ol> 2. <b>Revocation of Consent</b>	1. <b>Cancellation</b> of EPR Certificate 2. <b>Fine:</b> <ol style="list-style-type: none"> <li>Violation I - Rs. 2000/-</li> <li>Violation II - Rs. 5000/-</li> <li>Violation III - Rs. 10,000/-</li> </ol>

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Evaluation of Extended Producer Responsibility under regulatory compliance should be understood separately, individually by organizations.

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