



EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR EUROPEAN CIVIL PROTECTION AND HUMANITARIAN AID OPERATIONS (ECHO)

Directorate B - Strategy and Policy
Directorate E - Resources

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HUMANITARIAN PROCUREMENT CENTRES'

CHARTER

I. INTRODUCTION

The Commission, recognising the distinctive requirements of humanitarian aid, introduced the concept of Humanitarian Procurement Centres (hereinafter "**HPCs**"), in order to facilitate the procurement and quality assurance procedures for its humanitarian aid Partners (hereinafter "ECHO's Partners"), and to enhance the effectiveness of humanitarian actions. Accordingly, ECHO's Partners can award contracts to HPCs on the basis of a negotiated procedure with a single offer regardless the value of purchase. Such flexible procedures allow for a swifter and timelier procurement of essential supplies and services.

This Humanitarian Procurement Centres' Charter (hereafter the "**HPC Charter**") defines the common standards of safe, transparent, efficient and ethical procurement shared by the Commission and those HPCs recognised by the Directorate-General for Humanitarian Aid and Civil Protection of the European Commission (hereinafter "**DG ECHO**").

The signature of this Charter is a necessary precondition for the recognition of an entity as HPC by the Commission. DG ECHO maintains a Register of suitably qualified HPCs, recognised in accordance with set procedures and criteria. However, serious or repetitive breaches of contractual obligations towards ECHO's Partners or of the commitments entered into in this Charter may be sufficient ground for losing the recognition as an HPC.

Article 1. Conditions for recognition as an HPC

a) In order to be recognised as an HPC, the candidate organisation must be a non-profit organisation specialising in the procurement of supplies or services necessary for the delivery of humanitarian aid or the provision of related technical assistance, supply purchasing or logistics services. An HPC may either be an independent entity or a specialised supply or procurement department of a non-governmental organisation or an international organisation, provided that it has the appropriate levels of specialisation and discretion in procurement decisions.

b) For the purposes of this Charter, a 'non-profit' organisation refers to as any entity established under the relevant laws in the country where it is registered, regardless of its legal form, that can demonstrate its non-profit nature in practice.

c) Other criteria for recognition as an HPC include appropriate legal personality and registration, and an adequate financial and administrative capacity in compliance with the mandatory principles detailed below.

II. MANDATORY PRINCIPLES

Article 2. Scope

The following principles are obligatory for HPCs and are to be considered applicable to all their relations with tenderers, candidates and contractors, as well as to HPC's internal rules for the recruitment of staff and other employment practices. The HPC's internal manuals and procurement procedures shall embody and guarantee compliance with the Mandatory Principles.

Article 3. Ethical principles

a) HPCs, tenderers, candidates and contractors must observe and uphold ethical standards in the procurement and execution of contracts. Minimum ethical standards include:

- (i) prohibition of child labour, and the respect of basic social rights and working conditions based on international labour standards.
- (ii) no involvement with a party to a conflict, or in illicit activities, including the supply or transport of illicit arms and/or landmines.
- (iii) no involvement in the unethical exploitation of natural resources, in particular sensitive commodities such as precious metals, stones and rare earths, and
- (iv) zero tolerance for sexual exploitation, abuse and harassment (SEAH).

b) The HPC should implement tools and mechanisms in order to prevent and detect unethical practices and take prompt action in cases of substantiated allegations and cases of unethical behaviour.

c) The HPC may conduct on-site visits or use equivalent methods to ensure compliance of tenderers, candidates and contractors with this principle.

Article 4. Principle of Best Value for Money

The HPC shall ensure that contracts are awarded to the tenderer or candidate offering the best value for money, namely the tender or offer providing the best price-quality ratio available in the quantity and within the timeframes required.

Article 5. Principles of Equal Treatment and Non-Discrimination

a) The HPC commits to offer equal access to its services to all ECHO's Partners. Any differences in prices and services offered must be objectively justifiable.

b) The HPC shall ensure, within the applicable procurement procedure, that no discrimination or unjustified differentiation is made between legal or natural persons, regardless of the origin of the supplies or the nationality of the tenderer or candidate.

c) The HPC must provide a reasonable and objective justification when treating tenderers, candidates, contractors and/or suppliers differently, depending on the specific needs and circumstances assessed on a case-by-case basis.

Article 6. Principle of Transparency and Right of Access

a) The principle of transparency requires that all information related to a procurement procedure is shared or published in an open and appropriate way to enable genuine competition, and to avoid any unfair treatment between tenderers, candidates or contractors with regard to access to information. Furthermore, the HPC's procurement decisions must be clearly justified and documented to enable a potential check that the procedures were conducted in keeping with the Mandatory Principles.

b) The right of access requires that the HPC grants the Commission or any organisation or person mandated by it, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO) and the European Court of Auditors (ECA) full and on-the-spot access to premises and documents, including procurement documents, decisions and supporting evidence, regardless of whether these belong to the HPC or any of its contractors. To this effect the HPC shall ensure that it or any person so mandated is granted the requisite rights to audit its contractors and suppliers.

c) In this context, the HPC shall provide, upon request, complete information on the procurement procedures, documents, evaluations, award recommendations and contracts. The HPC shall abstain from any obstructive practice, which could hamper such right of access.

Article 7. Principle of Proportionality

The HPC shall carry out award of procurement contracts to suppliers on the basis of clear and appropriate rules and procedures that are applied consistently to all potential tenderers and candidates. Those procedures should be established having due regard to the amount of the contract and the provisions set out in Annex I.

Article 8. Principle of Avoiding Conflicts of Interest

a) The HPC shall take all necessary measures to prevent any conflict of interest in the procurement procedures, and shall ensure that members of any evaluation committee are aware of their duties of disclosure related to this principle. A conflict of interest shall be deemed to include any situation where the impartial and objective implementation of a procurement process is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest with another party or person.

b) The HPC's standards and policies shall address the treatment of unethical personal financial gain and acceptance of large or otherwise inappropriate gifts.

Article 9. Principle of Due Diligence

a) The HPC shall follow up on the timely delivery and satisfactory quality of the received supplies, works or services. Where delivery is late, or where the quality or quantity falls below what was agreed with the contractor, the HPC shall take remedial measures, in order to mitigate any negative consequences for the clients and to ensure sound financial management.

b) Where the HPC subcontracts procurement or other services or uses a buying agent on its behalf, the HPC shall maintain full responsibility for the regularity of these procedures, the quality or quantity of goods, and shall exercise due diligence to ensure full compliance with the rules and procedures established herein.

Article 10. Principle of Environmental Sustainability

Where possible, the HPC should ensure that environmental sustainability is integrated throughout its procurement and supply chain practices, in line with internationally recognised best practices and/or the Commission's environmental commitments.

As detailed in Annex I, this includes sustainable procurement, supplier due diligence in compliance with environmental standards (e.g. ISO 14001 or equivalent), environmental risk management, end-of-life management, sustainable warehousing, and willingness for compliance and continuous improvement.

Art. 11 Principle of Fraud Prevention and Response

a) The HPC shall have in place an effective system and adequate means to prevent and address irregularities, fraud, corruption and misconduct of any sort.

b) The HPC shall immediately inform the Commission in writing if it becomes aware of any confirmed case of corrupt, fraudulent, collusive or coercive practice or established breach of the mandatory principles by a tenderer, candidate, contractor or staff member; or any irregularity and/or illegal activity undertaken by any client that is an ECHO Partner

c) Whenever the HPC becomes aware that irregularities and illegal activities - such as fraud, corruption, counterfeiting and falsification – has taken place, in particular within an EU funded action, it shall immediately inform the relevant authority, such as WHO, the National Authority in the place of establishment of the HPC, the National Authority of the country of destination and/or the Humanitarian Organisation to which the goods were delivered.

d) The HPC will reject any proposal put forward by tenderers or candidates and will terminate their legal engagements with contractors, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices during the tendering process. To this end, it shall introduce corresponding provisions in its internal procurement procedures and guidelines for tender documents as well as in its standard tender and contractual documents to this effect.

III. SPECIAL PROVISIONS FOR THE PROCUREMENT OF FOOD AND MEDICAL SUPPLIES

Article 12. Compliance with international standards and quality control

HPCs will include references to the relevant international standards and a quality control in the technical specifications of all tender procedures. To this end HPCs will incorporate the necessary provisions in their internal procedures and contractual instruments, in order to ensure the quality of the supplies delivered or services rendered and the remedial actions in case of failure.

Article 13. Specific requirements for the procurement of medical supplies

a) "Medical Supplies" shall include Finished Pharmaceutical Products (FPP), medical devices and therapeutic food to address acute malnutrition. In particular, medical supplies refer to those included in the World Health Organisation's (hereinafter referred to as the 'WHO') Repository of National Essential Medicines Lists (nEMLs), the WHO Model Lists of Essential Medicines, and the WHO Priority list of medical devices information system (MeDevIS). They shall not include veterinary products and food supplies.

b) In compliance with the 'do no harm' principle, HPCs' procurement procedures shall ensure that pharmaceutical products do not place patients at risk due to inadequate safety, quality or efficacy. Irrespective of the value of the contract to be awarded, every activity in the procurement process should be carried out according to the WHO Pharmaceutical Quality Assurance guidelines.

c) The HPC will purchase medical supplies on the basis of a pre-qualification of manufacturers and suppliers who comply with WHO Pharmaceutical Quality Assurance guidelines. To this effect, the HPC will systematically ask pharmaceutical manufacturers to provide it with a proof of conformity with the WHO's Good Manufacturing Practices. Similarly, the HPC will systematically ask suppliers of medical products to provide it with a proof of conformity with the WHO's Good Distribution and Storage Practices.

d) HPCs will have the required human resources with the adequate professional qualifications to verify the compliance of medical suppliers with the above-mentioned procedures, with due regard to the Annex to this Charter.

Article 14. Veterinary medicines

The procurement of veterinary medicines, while not subject to the above-mentioned quality requirements, shall nonetheless be procured by the HPC with due respect of the applicable best veterinary practices in the field and, where possible, in consultation with an appropriately qualified animal health expert.

Article 15. Destruction of Medical Supplies and Veterinary Medicines

When procuring medical supplies or veterinary medicines, the HPC shall ensure that adequate provisions are in place to ensure respect of environmental and internationally recognised best practices in the destruction of any contract-related supplies that are recalled or expired, in line with WHO guidelines for the safe management of medical waste.

Article 16. Specific requirement for the procurement of food

- a) "Food Supplies" shall include bulk consumable commodities, such as mixed foods, ready-to-use foods, fortified foods with added vitamins and minerals, and supplementary foods to address moderate malnutrition. They can include seeds for agricultural purposes.
- b) When procuring food supplies, the HPC shall ensure that they:
- (i) comply with any quality standards laid down either in the Codex Alimentarius standards or, where applicable, in the domestic legislation of the country of origin and/or the country of destination, whichever has the higher quality standard; and
 - (ii) as much as possible, match the nutritional habits of the beneficiary population.
- c) The HPC shall obtain evidence based on local/regional market analysis that local/regional procurement would not induce market distortions which could adversely affect vulnerable populations.

IV. FINANCIAL AND ADMINISTRATIVE PROVISIONS

Article 17. Policy of Fair Pricing

- a) HPCs will not aim to obtain financial benefits resulting from their activities. The organisation's price setting mechanisms must enable the organisation to recover its costs without generating profits. Any possible surpluses should be reinvested in the HPC's organisation itself in order to increase the operational, technical and financial capacity of the organisation, respecting the principle of transparency, and shall not be transferred to other actions, departments, products (i.e. no cross-subsidisation is permitted) or organisations.
- b) HPCs may use mark-ups for their price setting to ensure that all the costs of the organisation are covered with the sales prices invoiced to their clients. The HPC shall ensure compliance with the principle of best value for money. Mark-ups should reflect the real handling costs of the products sold. This can be done by grouping similar products into categories each having its own specific mark-up.
- c) HPCs should ensure that their price setting mechanism is transparent and ensures equal treatment of clients. The mechanism needs to be written and verifiable by DG ECHO to demonstrate compliance with these principles.
- d) HPCs will provide detailed invoices identifying the different costs charged, the mark-ups applied and, when relevant, added value services, transport, insurance, etc.

Article 18. Duty of faithful cooperation and information

- a) In line with the spirit of this Charter, HPCs commit to engage in a regular exchange of information together with DG ECHO and where appropriate with ECHO's Partners, on a bilateral and on a collective basis. In particular:

- (i) DG ECHO will maintain a regular dialogue with all HPCs and its Partners in order to enhance the global procurement process where possible;
- (ii) Ad hoc meetings with all HPCs can be organised to discuss issues of mutual interest.

b) HPCs shall inform DG ECHO of any change in their procedures or structures which might call for a reassessment of the continued fulfilment of the conditions for recognition as an HPC.

Article 19. Supervisory powers of DG ECHO

a) In order to ensure the fulfilment of the recognition criteria and other obligations of this Charter, DG ECHO will assess the procedures on procurement and internal control as well as the financial viability of the candidate HPC. The initial assessment can take the form of an on-site examination. Where appropriate, however, DG ECHO may use any relevant and sufficiently recent information already on record to support the application filed by those HPCs, such as the "pillars review" of International Organisations and United Nations agencies.

b) The HPC recognises the entitlement of DG ECHO to carry out on-site examinations in accordance with the methodology published on DG ECHO Partners' website. On-site HPC examinations will assess the following: financial viability, administrative capacity, organisational changes, respect of correct procedures, non-discriminatory sales policy, non-profit nature, fair pricing policy and quality of supplies. The on-site examinations will verify that the HPC's internal manuals and procurement procedures embody and guarantee the compliance with the Mandatory Principles.

c) DG ECHO will periodically assess the compliance of the recognised HPCs with the above-mentioned obligations, procedures and financial viability on the basis of on-site examinations.

d) DG ECHO may request HPCs to submit documents or information considered important, in particular those which bear a link to an EU-Funded Action. When making such requests, DG ECHO shall be considerate of the HPC's resources in terms of capacity required in handling these requests and the maintenance of effective and efficient operations of the HPC.

V. APPLICATION AND ENFORCEMENT OF THE HPC CHARTER

Article 20. Recognition as an HPC

a) Only candidate entities which have been positively assessed as complying with the criteria and obligations herein will be invited to sign the HPC Charter. The HPC recognition will only be granted upon the signature of the HPC Charter and it will become effective upon the inclusion in the HPC Register.

b) DG ECHO's recognition of an entity as an HPC demonstrates that DG ECHO is satisfied that the HPC has in place adequate procedures and structures to procure and store (where applicable) products according to the appropriate standards. This, however, does not entail any certification of quality nor can it be presented as a system of preferred vendors. HPCs will avoid any misrepresentation to third parties of the status or scope of the recognition as HPC.

c) This Charter defines a number of obligations and enforceable commitments of the signatory organisations but does not intend to govern the contractual relations between HPCs and Humanitarian Organisations. Relations between HPC and client Humanitarian Organisations will be governed by the contracts signed by them and not by the Charter. Breaches of contractual obligations should be addressed on the basis of the relevant provisions of those contracts.

Article 21. Inclusion in HPC Register

a) A list of organisations recognised by DG ECHO as HPCs is available in the form of an online HPC Register indicating the goods and services which they supply.

b) The HPC shall grant DG ECHO the right to publish information concerning the HPC, included contact details, products and services offered. The HPC shall provide DG ECHO with the information to be included in the HPC Register and shall notify of any update of that information promptly where changes have occurred.

c) Any personal data received by DG ECHO in this respect shall be processed by the Commission pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. Such data shall be processed under the responsibility of the ECHO data controller, solely for the purposes of the recognition, supervision and examination of the HPC without prejudice to a possible transmission to the bodies charged with the monitoring or inspection tasks in application of Union law. The processing operation (add record title) is registered in the Data Protection Records Management System (DPMS) as record of processing with reference number DPR-EC-04466.

d) If an HPC recognition should be terminated in accordance with Article 22 herein, the name and details of the HPC shall be removed from the HPC Register and ECHO's Partners shall be provided with the updated Register accordingly.

Article 22. Grounds for termination of recognition as an HPC

a) An HPC recognition shall be withdrawn by DG ECHO if an HPC:

- (i) commits serious or repetitive breaches of its contractual obligations towards ECHO's Partners, particularly if this contradicts the commitments towards safe and efficient procurement made by HPCs in the HPC Charter; or
- (ii) fails to comply with the Mandatory Principles of procurement herein, particularly in case of corrupt, fraudulent collusive or coercive practices; or
- (iii) no longer complies with the eligibility criteria, definition and characteristics of an HPC.
- (iv) the HPC no longer wishes to be recognised as such.

b) In case DG ECHO withdraws its recognition of an HPC, by cancelling its entry in the HPC online registry, this shall be done after having given the concerned HPC the opportunity to

present its observations and, notwithstanding Article 24, without the requirement to resort to arbitration.

c) Documents related to any dispute, recognition or withdrawal of recognition procedure shall be treated as confidential by both Parties and, without prejudice to Article 6.b) of the HPC Charter, both commit to grant third parties with access to any related document, information or other material only after having received the written authorisation of the other Party. This obligation remains valid for a period of five years.

Article 23. Interpretation of the HPC Charter

a) This HPC Charter shall be interpreted in light of the definitions and provisions in Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast).

b) Nothing in this HPC Charter shall be interpreted to constitute a waiver of any privileges or immunities accorded to any HPC by its constituent documents or international law.

Article 24. Dispute settlement

a) The affected parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of the HPC Charter.

b) If such dispute cannot be settled amicably, pursuant to Article 272 of the Treaty on the Functioning of the European Union the general Court or, on appeal, the Court of Justice of the European Union shall have sole jurisdiction to hear the dispute between DG ECHO and the HPC concerning the interpretation, application or validity of the HPC Charter.

c) As concerns HPCs forming part of an International Organisation or the United Nations, any affected party may refer the matter to arbitration for dispute settlement as stated in the existing agreements between such organisation and the European Commission.

By signing this Charter, the HPC:

- commits to the obligations established herein;
- attests that the documents and information provided to DG ECHO for the assessment and recognition as an HPC are complete and truthful and do not include any misrepresentation of the information required.

For the Humanitarian Procurement Centre (add name)

Name and Surname:

Signature:

Place and date:

References:

- Consolidated version of the Treaty on the Functioning of the European Union
- European Commission's Guidance on the operationalisation of the minimum environmental requirements and recommendations for EU-funded humanitarian aid operations (2022)
- ISO 14001 (Environmental Management Systems)
- ISO 20400 (Sustainable Procurement Guidelines)
- Quality assurance of pharmaceuticals: a compendium of guidelines and related materials, World Health Organisation, 10th edition (2023)
- Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC
- Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to general budget of the Union
- Safe management of wastes from health-care activities: A summary, World Health Organisation (2017)

TECHNICAL ANNEX

The purpose of this annex is to provide more in-depth information concerning the principle of proportionality (article 7), environmental sustainability requirements (article 10), as well as the procurement of medical supplies (article 13).

Principle of Proportionality (by reference of Article 7)

- a) For the award of contracts whose estimated value exceeds EUR 60 000, the HPC shall have in place written procurement procedures that ensure proportionality between the procedures to be followed for awarding contracts and the value of those contracts.
- b) Procurement with an estimated value equal to or below EUR 60 000 shall, as a minimum, comply with the principles of ethical procurement, best value for money, avoiding conflict of interest and, if applicable, shall comply with the Special Provisions for the Procurement of Food and Medical Supplies included in Section III.
- c) Where the subject-matter of a contract is sub-divided into several lots, the value of all lots together must be taken into account for the establishment of the procurement procedure to be used, even if each lot is subject to an individual contract. The estimated value of a contract may not be used to circumvent the principle of proportionality, nor may a procurement procedure be split up for that purpose.
- d) Framework contracts shall not be used in such a way that their purpose or effect is to circumvent the principle of proportionality, or to prevent, restrict or distort fair competition.
- e) The procurement procedure shall ensure the delivery of goods, works or services in the right quantity and of the right quality, within the required timeframe, and based on best value for money.
- f) When awarding contracts whose value exceeds EUR 60 000, in keeping with the principle of proportionality, the HPC shall ensure that all procurement procedures are, as appropriate, open to the broadest degree of competition. This means that procurement procedures should, in principle, seek to engage at least three candidates or tenderers, provided that a sufficient number of candidates or tenderers exists and provided they satisfy the exclusion and selection criteria. Closed, negotiated or restricted procurement procedures based on less than three candidates or tenderers should, in principle, be limited to reasonable amounts or be otherwise duly justified.
- g) Within the framework of Union-funded humanitarian actions, the HPC may also apply, in addition to its internal procedures on exceptions, a procurement procedure based on a single offer in the following cases:
 - (i) after the initial procedure has been completed when no tenders or offers, or no suitable tenders or offers have been submitted in response to a competitive procurement procedure, provided that the original contract specifications are not substantially altered;

- (ii) when, for technical or operational reasons, or for reasons connected with the protection of exclusive rights, the contract can only be awarded to a particular economic operator;
- (iii) for additional contracts consisting in the repetition or renewal of services, works or supplies entrusted to a contractor which was awarded with an earlier contract in the same region, provided that the terms of the original contract are not substantially altered. The period elapsed from the award of the first contract shall not be longer than one year. Contracts are not to be renewed on these grounds more than twice, except where duly justified and documented.

Environmental Sustainability (by reference of Article 10)

Where possible, the HPC should ensure that environmental sustainability is integrated throughout its procurement and supply chain practices, in line with internationally recognised best practices and/or the Commission's environmental commitments. This includes:

- a) sustainable procurement: Procurement procedures shall prioritise products and services with a reduced environmental footprint over their life cycle, including low-carbon options, energy-efficient products, repairable items, and items with minimal packaging, or packaging that is recyclable or has low carbon content.
- b) Supplier due diligence: The HPC shall establish procurement selection criteria that encourage or require suppliers to demonstrate compliance with environmental standards (e.g. ISO 14001 or equivalent), sustainable resource use, waste reduction, and ethical sourcing of materials.
- c) Environmental risk management: Environmental impacts, including emissions, hazardous substances, and waste, shall be assessed and mitigated throughout the supply chain, especially for items with high environmental risk (e.g. medical goods, electronics, plastic-heavy NFIs).
- d) End-of-life management: For goods procured under contracts coordinated by HPCs — especially medical supplies, pharmaceuticals, and devices — the HPC shall ensure that environmentally sound disposal and destruction mechanisms are in place for expired, recalled, or surplus items. Such mechanisms must comply with EU legislation or international standards (e.g. WHO guidelines for the safe management of medical waste).
- e) Compliance and continuous improvement: HPCs shall maintain documentation demonstrating compliance with the above requirements and participate in regular audits. Continuous improvement plans to reduce environmental impacts shall be encouraged.
- f) Sustainable warehousing: HPCs shall take steps to reduce the environmental footprint of warehousing operations. This includes, where feasible, the use of energy-efficient infrastructure and equipment, proper waste separation and management systems, and measures to minimise energy and water consumption. Warehouses should also promote practices that reduce unnecessary storage time and optimise stock rotation to avoid the expiry of goods.

Procurement of medical supplies (by reference of Article 13)

HPCs should follow the following rules:

1. The technical specifications shall at least include the following selection criteria:
 - a) ongoing monitoring of the production and quality control activities of both their supplies and suppliers, pursuant to the WHO Pharmaceutical Quality Assurance guidelines and an adequate quality control testing programme, including protocols and standard operating procedures, and based on a demonstrated risk analysis policy;
 - b) monitoring of customers' complaints and remedial follow-up, including recall procedures; and
 - c) any other recognition, which according to a recognised accreditation body, ensures compliance at least with one of the following standards or equivalent standards: United States QS (21 CFR part 820) on quality system regulation; ISO9001/2008 on quality management system; ISO9002/1994 on quality assurance in production, installation and servicing.
2. The technical specifications shall at least include the following award criteria:
 - a) respect of the minimum quality standards, such as the WHO's principles of GMP, GSP, GDP and GLP;
 - b) respect of the national drug regulations in the country of destination; and
 - c) respect of any intellectual property rights and patent regulation applicable in the country of operation.
3. Where the medical product already enjoys pre-qualification, or the supplier already benefits from pre-certification from an internationally recognised or nationally reputable certification body that meets WHO recommended norms and standards for carrying out quality assessment, prequalification or pre-certification (MQAS), it shall be sufficient for the HPC to record documentation on this in its procurement file. Acceptable proof of quality in this respect may be issued either by the WHO or a WHO-Listed Authority (WLA). If none of the previous proofs of quality are available in the country of operation, the proof of quality may be issued, after consultation of the Commission, by a National Drug Regulatory Authority, or an internationally or nationally recognised independent certification authority.