INQUIRY REPORT

Procurement of Meningococcal Meningitis and Influenza Vaccines and Vaccination Services under Public–Private Partnership (PPP) Arrangement by Border Health Services – Pakistan, Ministry of National Health Services, Regulations & Coordination.

Dated 19th October, 2026

1. BACKGROUND

1.1.1 Border Health Services – Pakistan (BHS-P), an attached department of the Ministry of National Health Services, Regulations & Coordination (M/o NHSR&C), invited bids for the selection of a private partner for supply of Meningococcal Meningitis (ACWY) and Influenza vaccines and operation of vaccination services under a Public–Private Partnership (PPP) arrangement. The procurement was conducted through open competitive bidding under the Single Stage – Two Envelope procedure in accordance with Rule 36(b) of the PP Rules, 2004.

1.1.2 Only one bid, from M/s Pharma Connect, Karachi, was received. The contract was awarded to the firm for five years at Rs. 2,270 per dose for the ACWY vaccine and Rs. 1,205 per dose for the Influenza vaccine, totaling Rs. 3,475 per complete vaccination.

1.1.3 Seven pharmaceutical firms challenged the procurement and award before the Islamabad High Court in W.P. No. 5124/2026. By order dated 05-10-2026 the Court issued notice to the respondents for report and para-wise comments. The matter was also reported in the print media on 15-10-2026.

1.1.4 The matter was taken up by the Prime Minister's Office. Vide Prime Minister's Office order No. F.No.1(1)/DS(Cabinet)/2026(340)-0001 dated 16-10-2026, the Prime Minister constituted a Committee, convened by the Secretary, Cabinet Division, with the Managing Director, PPRA as Member / Secretary, to inquire into the subject procurement.

2. TERMS OF REFERENCE

The Terms of Reference (ToRs) of the Committee, as notified by the Prime Minister's Office, are as follows:

2.1.1 Examine the complete procurement process in accordance with the applicable rules, regulations and standard operating procedures to identify any irregularities *inter alia* relating to:

2.1.2 the rationale, legal basis and requisite approvals for adopting the PPP arrangement and conducting procurement under PPRA Rules;

2.1.3 the adequacy of bidding documents, including vaccine quantities, payment terms, Standard Bidding Documents and evaluation criteria; and

2.1.4 compliance with procurement timelines, evaluation procedures, grievance-redressal mechanisms and mandatory publication requirements.

2.1.5 Assess the financial implications, reasonableness of vaccine prices, revenue-sharing arrangements and protection of public interest.

2.1.6 Identify responsibility for any irregularities and recommend corrective measures and the way forward.

2.1.7 Any other matter incidental or related to the above ToRs.

3. PROCEEDING OF THE INQUIRY COMMITTEE:

3.1.1 The Inquiry Committee, vide letter No. 6-2-2024-SA-CS-007 dated 16-10-2026, convened its meeting on Saturday, 17-10-2026, to formally initiate the inquiry proceedings. The representatives of BHS-P were directed to attend the meeting along with the relevant record. BHS-P was also provided with a questionnaire and directed to submit its written replies at the meeting. Accordingly, the following officials BHS-P appeared before the inquiry Committee and submitted replies to the questionnaire:

i. Dr Syed Abid Hussain Shah, Director BHS-P

ii. Dr Mir Muhammad Hassan Bhullo, Ex Director BHS-P, Currently posted as Medical Director, FGH, Islamabad.

iii. Dr Syed Ghulam Murtaza, Medical Officer/Focal Person IHR, BHS-P

iv. Dr Pardeep Kumar, Medical Officer BHS-P.

v. Mr Muhammad Shoaib, UDC, BHS-P.

3.1.2 The Secretary Cabinet, MD PPRA and other Members of the Inquiry Committee questioned the representatives on the subject procurement and examined the record (Annexure-I) produced by BHS-P. The findings of the Committee are based on the record and the information and evidence given orally by the officials of BHS-P during the hearing

4. THE PROCUREMENT IN BRIEF

4.1.1 The Ready for Tender (RFT) Document [which is a term not specified under the PPRA Regulatory Framework], signed by Dr. Pardeep Kumar as Director BHS-P, sought a "private partner" under a Public Private Partnership arrangement and initiated the procurement under the PPRA Ordinance, 2002 and the PP Rules, 2004 through the Single Stage Two Envelope procedure. RFT prescribed the eligibility criteria, technical criteria worth 100 marks (minimum 70 to qualify), a 70:30 technical-to-financial weighting, a 40:60 revenue share between BHS-P and the private partner, a bid security of Rs. 1,000,000, a performance security of 5% and a contract duration of five years. On EPADS the tender (No. F-26061925798) was classified as "Goods" under the "Quality and Cost Based" technique, with an estimated cost of Rs. 50 Million (Annexes A and D).

4.1.2 The bidding documents were downloaded 22 times on EPADS, but only M/s Pharma Connect submitted a bid. Three members of the Committee opened the technical bid on 06-07-2026. The Technical Bid Evaluation Report (EPADS version dated "06 July 2025") awarded the bidder 91 out of 100 marks and declared it technically responsive. The financial bid quoted was Rs. 2,270 and Rs. 1,205 per dose with an "expected operational margin" of Rs. 750–850. In accordance with Rule 38(b) of the PP Rules, 2004, the Committee recommended award of contract to the M/s Pharma connect through a contract award letter dated 23-07-2026 wherein the margin was fixed at Rs. 700. The subsequent events are set out in the chronology below (Annexure-II).

5. FINDINGS ON THE PROCUREMENT PROCESS

5.1.1 Conduct of the Procurement Process – ToR (i)

5.1.2 The tender was advertised through PID on 17-06-2026 in national (English and Urdu) and regional newspapers, and on EPADS and the PPRA website on 19-06-2026, as required by Rule 12(2), with response time as per Rule 13 of PP Rules, 2004. A corrigendum of 23-06-2026 aligned the opening of technical proposals with the EPADS closing date (06-07-2026). No irregularity is observed in the advertisement (Annexes C, D and K).

5.1.3 Clause 25 of the RFT required that the Procurement Committee shall have representative from Ministry of NHSR&C. The Procurement Committee constituted by M/o NHSR&C on 09-05-2026 met this requirement, as it included representation from the M/o NHSR&C. The bids were, however, opened and evaluated by the Committee constituted subsequently by the BHS-P vide Office Order dated 10-06-2026. That said Committee did not include any representative of M/o NHSR&C contrary to the requirement of Clause 25 of the RFT. It is important to note that a notification issued by a higher authority must not be altered, superseded or withdrawn by a subordinate authority without prior concurrence of the higher Authority. M/o NHSR&C, as the administrative Ministry of BHS-P, is the higher authority and had reconstituted the Procurement and Grievance Committees for BHS-P on 09-05-2026. The BHS-P Office Order of 10-06-2026, issued by Dr. Pardeep Kumar as Director without reference to the Ministry's order or its approval, effectively replaced the Ministry's Committee, and made Dr. Pardeep Kumar himself the Chairman of the Committee. BHS-P's reply to Question No. 2 of the questionnaire nonetheless states that the procurement was conducted by the Committee reconstituted by the Ministry on 09-05-2026, which is not supported by the record and is a misrepresentation of the facts (Annexes B, J and M).

5.1.4 Clause 25 of the RFT also required the Ministry's concurrence on the evaluation report before award. The same officer, Dr. Pardeep Kumar, then Director BHS-P, recommended the award as Chairman of the Procurement Committee, approved it as head of the department, and signed the Letter of Intent (22-07-2026) and the Contract Award (23-07-2026). No independent approval of the competent authority is available on record, and no concurrence of the Ministry was obtained before the award. However, after almost two months after the award of the contract, the incumbent director, Dr Syed Abid Hussain Shah, forwarded a misleading note to the Secretary, M/o NHSR&C seeking approval/ratification for the agreement that the BHS-P had already signed with Pharma Connect, but giving the impression that the approval of the Secretary was required to enable the BHS-P to proceed with its implementation and undertake all consequential contractual and administrative formalities in accordance with the rules. This misleading note gave the impression that the implementation of the agreement had not yet started, while concealing the facts that the new arrangement with Pharma Connect had already been inaugurated on 5th September, 2026 and the procurement from Pharma Connect had already started. Being misled by the note, the Secretary, M/o NHSR&C granted approval for already-executed agreement on 17-09-2026, with the stipulation that all codal formalities be followed. (Annexes D, F and L).

5.1.5 The Technical and Final Evaluation Reports uploaded on EPADS do not bear the names or signatures of the Committee members. Signed copies obtained during the inquiry bear the signatures of five members but are undated. The record therefore contains different versions of

the same reports (Annex-E).

5.1.6 Despite 22 downloads, only one bid was received, although BHS-P's own market analysis on EPADS stated that "multiple qualified DRAP licensed firms" were available (Annex-D).

5.2 Rationale, legal basis and approvals for the PPP arrangement – ToR (i)(a)

5.2.1 The RFT, the advertisement, the Letter of Intent and the award all describe the transaction as a PPP for selection of a "private partner" on a revenue-sharing basis over five years. At the same time, the RFT states that the procurement is governed by the PPRA Ordinance, 2002 and the PP Rules, 2004. In reply to Questions 1 and 2, BHS-P stated that the PPP model was adopted to establish an integrated, demand-driven vaccination arrangement, and that the case was approved by the Secretary M/o NHSR&C. No need assessment, feasibility study, value for money or affordability analysis, or comparison with alternative model was produced (Annexes A, L and M).

5.2.2 Under section 14(1) of the Public Private Partnership Authority Act, 2017 (Annex-U), approvals of the P3WP, CDWP, P3A Board and, where applicable, ECNEC are required only for a "qualified project", i.e. one requiring government funding support (viability gap, PSDP or project development facility funding, or a sovereign guarantee) or so designated by the P3WP. The present revenue-sharing arrangement involves no such support and appears to be a non-qualified project, so these approvals were not required. For a non-qualified project, section 16(3) of the P3A Act, 2017 permits any contractual arrangement that provides value for money and affordability, "subject to laws applicable to the implementing agency". Selection of the private party was therefore governed by the PPRA Ordinance, 2002 and the PP Rules, 2004. BHS-P's reply to Question No. 2 of the questionnaire refers only to the processing of the case in the Ministry and the Secretary's approval. No appraisal, information to P3A or value-for-money and affordability analysis is available on record. The PPP arrangement was therefore adopted without meeting the requirements of the Act applicable to a non-qualified project (Annexes M and U).

5.2.3 Whether or not the arrangement of BHS-P with Pharma Connect can be classified as a PPP framework, a differentiated form of procurement or a concession agreement is not clear. However, this arrangement has given Pharma Connect a monopoly over the supply of Meningococcal Meningitis and Influenza vaccines.

5.3 Adequacy of the bidding documents – ToR (i)(b)

5.3.1 The RFT was not based on the Standard Bidding Documents notified by PPRA, contrary to Rule 23(4) of PP Rules, 2004. BHS-P stated (Question No. 4) of the questionnaire that the SBD for therapeutic goods was not used because the arrangement was a service-delivery PPP. The explanation is not tenable as Rule 23(4) applies to all procurements under the Rules, the vaccines were the principal component of the arrangement, and BHS-P itself classified the procurement on EPADS as "Goods" (Annexes D and M).

5.3.2 The RFT neither indicates the estimated quantities nor specified any minimum number of vaccinations. Bidders therefore had no basis for pricing, and the contract value could not be determined. BHS-P's explanation (Question No. 5) that demand was variable is not tenable, as quantities could have been estimated from its own point-of-entry records, MORA's Hajj procurement and the Ministry's demand data (about 600,000 GCC-bound workers a year). The RFT also did not specify the payment mechanism, collection of funds, the flow of funds between

beneficiary, BHS-P and private partner, or how the revenue share would be calculated and settled (Annexes A, D, I, M and S).

5.3.3 The evaluation criteria were not clear, complete or objective, contrary to Rule 29 of PP Rules, 2004. The RFT gave no formula for the 30 financial marks, no method for combining scores, no criterion for price per dose or for determining the most advantageous bid, and no sub-criteria or marking scale for the technical criteria. The revenue share was fixed at 40:60, leaving nothing to compete on. "Financial Strength" (10 marks) required no financial statements, and the bidder scored 9/10 on a bank statement alone (Annexes A and E).

5.3.4 The RFT does not define the basis of revenue sharing. Clauses 5 and 15 of the RFT provide that "revenue generated through vaccination services" shall be shared 40:60, but do not state whether the share applies to the total vaccination fee collected from beneficiaries or only to the margin over the cost of vaccines, and Clause 15 further indicate that "the exact revenue sharing ratio" to be finalized with the successful bidder. The financial proposal format (Annex-II) asks only for a "proposed price per dose" and does not state whether that price is the vaccine's supply cost or includes the private partner's margin. As per this criteria, the financial offers cannot be evaluated on a comparable basis, contrary to Rules 23(4) and 29 of PP Rules, 2004 (Annex-A).

5.4 Timelines, evaluation procedures, grievance redressal and publication – ToR (i)(c)

5.4.1 As the RFT gives no sub-criteria, marking scale or benchmark for any heading, the 91 marks awarded have no verifiable basis. The declared 70:30 combined score was also not calculated, so the QCBS technique recorded on EPADS was not applied. Both actions are contrary to Rules 29 and 30 of PP Rules, 2004 (Annex-E).

5.4.2 Under Rule 2 of the PP Rules, 2004, the "bidder" is the person who submits a bid, and all eligibility and technical parameters of the bidder i.e. M/S Pharma Connect in the instant case, were required to be evaluated. BHS-P's replies (Questions 10 and 12) state that M/s Pharma Connect acted only as distributor, while M/s LDS imported and supplied the vaccines, maintained the cold chain and had four years' supply experience with MORA. As M/s LDS was not the bidder, its registration, licenses, experience and capacity could not be counted, and the marks so awarded to the firm are contrary to Rule 30 of PP Rules, 2004 (Annexes M and P).

5.4.3 Clause 8(ii) of the RFT made a valid DRAP license a mandatory eligibility requirement. M/s Pharma Connect held only a DHO (East Karachi) wholesale license whereas the DRAP import license enclosed with the bid belongs to the importer, M/s LDS. The bid was therefore non-responsive, yet it was awarded 15/15 marks for the DRAP license, declared technically responsive and its financial proposal opened under Rule 36(b) of PP Rules, 2004 (Annexes O and P).

5.4.4 The technical report was uploaded on 13-07-2026 and the financial bid was opened on the same date. No prior notice of the date, time and venue of the financial opening is on record. BHS-P's argument in response to Question No. 13, that the technical and financial bids were opened seven days apart, is therefore invalid. The uploading of the technical evaluation report and financial opening on the same date leaves no opportunity for the bidder or the public to see the technical result before financial opening, contrary to Rules 35 and 36(b) of PP Rules, 2004 (Annexes D and M).

5.4.5 The Contract Award was signed on 23-07-2026, one day after the final evaluation report was

published, and uploaded on EPADS on 28-07-2026. The contract agreement provided by the BHS-P during the inquiry was signed on 24-07-2026. It falls short of the requirement that the final evaluation report be announced at least fifteen days before award, in accordance with Rule 35 of PP Rules, 2004.

5.4.6 The technical and final evaluation reports and the award were placed on EPADS but not uploaded on the PPRA website, contrary to Rules 35 and 47 of the PP Rules, 2004 and PPRA instructions dated 18-02-2026 (Annex-N).

5.5 Financial implications, price reasonableness, revenue sharing and public interest – ToR (ii)

5.5.1 EPADS record shows an estimated cost of Rs. 50 million under the procurement planning and bid security was determined accordingly. No basis for the estimate is available, and the RFT states no quantities. The five-year extendable contract, therefore has no determinable contract value. BHS-P's reply to Question No. 6 of the questionnaire does not explain the estimate and states its basis "is required to be established from the approved estimate, its underlying assumptions and the contemporaneous calculation sheet". No such calculation was produced. On the demand of about 600,000 GCC-bound workers a year alone, the contract is worth about Rs. 1.36 billion a year for the ACWY vaccine and about Rs. 0.72 billion a year for the Influenza vaccine at the contracted rates, together about Rs. 2.09 billion a year and about Rs. 10.43 billion over the five-year contract period, against the Rs. 50 million estimates (Annexes D, I and M).

5.5.2 BHS-P accepted a single bid in accordance with Rule 38(b) of PP Rules, 2004 which requires that, a single bid may be accepted only where it satisfies the requirement of price reasonableness, with due diligence observed. No market survey/estimate/comparison, MRP reference specified by DRAP, or comparison with previous procurement rates has been considered. The Final Evaluation Report's finding that the charges are "reasonable" rests only on narrative statements. In reply to Question No. 7, BHS-P has now produced comparative rates from hospitals, retail outlets and MORA's procurement for 2022–2025. These references do not form part of the evaluation record. More importantly, they omitted the two benchmarks most relevant at the time of evaluation: the Maximum Retail Price (MRP) specified by DRAP, which is the ceiling at which the vaccines may be sold to the public, and MORA's own procurement rates for 2026 (Annexes E, M and R).

Vaccine	Contract rate (Rs.)	DRAP MRP (Rs.)	MORA 2026 (Rs.)	Contract vs MRP (Rs.)	Contract vs MORA 2026 (Rs.)
Meningococcal ACWY	2,270	1,356	1,249	+914 (67.4%)	+1,021 (81.7%)
Seasonal Influenza	1,205	1,304	1,389	-99 (7.6%)	-184 (13.2%)
Total per complete vaccination	3,475	2,660	2,638	+815 (30.6%)	+837 (31.7%)
Annual ACWY cost for about 600,000 GCC-bound workers	Rs. 1.362 billion	Rs. 813.6 million	Rs. 749.4 million	+Rs. 548.4 million (excess over DRAP MRP)	+Rs. 612.6 million (excess over MORA 2026)

Vaccine	Contract rate (Rs.)	DRAP MRP (Rs.)	MORA 2026 (Rs.)	Contract vs MRP (Rs.)	Contract vs MORA 2026 (Rs.)
Annual Influenza cost for about 600,000 GCC-bound workers	Rs. 723.0 million	Rs. 782.4 million	Rs. 833.4 million	-Rs. 59.4 million (below DRAP MRP)	-Rs. 110.4 million (below MORA 2026)
Total annual cost	**Rs. 2.085 billion**	**Rs. 1.596 billion**	**Rs. 1.583 billion**	**+Rs. 489.0 million (net excess over DRAP MRP)**	**+Rs. 502.2 million (net excess over MORA 2026)**
Total cost over five-year contract period	**Rs. 10.425 billion**	**Rs. 7.980 billion**	**Rs. 7.914 billion**	**+Rs. 2.445 billion (net excess over DRAP MRP)**	**+Rs. 2.511 billion (net excess over MORA 2026)**

Source: DRAP MRP as specified by DRAP vide letter dated 16-10-2026 (Annex-R); MORA 2026 procurement rates as provided by the Ministry of Religious Affairs & Interfaith Harmony.

5.5.3 The table shows that the Influenza rate is reasonable, but the ACWY rate exceeds both the DRAP MRP, the ceiling for retail sale, and MORA's 2026 procurement rate, and accounts for the entire excess in the cost per complete vaccination. The bidder's price was therefore not reasonable, and the condition for accepting a single bid under Rule 38(b) was not met. In addition to the contract rates and the Rs. 700 operational margin, beneficiaries are charged a NADRA fee of Rs. 280, so that the total amount paid per complete vaccination is about Rs. 4,455.

5.5.4 The bid of M/s Pharma Connect quoted Rs. 2,270 and Rs. 1,205 per dose as the "total cost of complete vaccination" (Rs. 3,475), declared the prices firm, and accepted the revenue-sharing arrangement "as stipulated in the Tender Document". Then there is note added in the financial quotation, which is not mentioned in the prescribed format, that the "expected operational margin is approximately Rs. 750–850 per complete vaccination" and that revenue "shall be shared as per the agreed PPP arrangement". The financial bid submitted by the bidder does not state that the 40:60 share applies to the margin or to the total fee. The Procurement Committee did not evaluate this condition. Later through Contract Award letter BHS-P approved an operational margin of Rs. 700 per vaccination against the bidder's estimate of Rs. 750–850, and when asked during the inquiry stated that the 40:60 revenue share applies only to that margin (Rs. 280 to BHS-P and Rs. 420 to M/s Pharma Connect). These terms are not found in the RFT, the Final Evaluation Report or the Note for Approval to the Secretary, M/o NHSR&C. Determining the margin, the price structure and the revenue base after the opening of bids amounts to negotiation and alteration of the bid, which is prohibited under Rule 40 of PP Rules, 2004 (Annexes A, F and O).

5.5.5 The contract fixes prices for five years with no price-review mechanism and allows extension "on mutually agreed terms". In justifying the contracted rate, BHS-P relied on comparative ACWY rates of Rs. 2,244–2,555 for 2022–2025, whereas the relevant reference was the 2026 rate, at which MORA procured the vaccine at Rs. 1,249. With prices fixed for five years, the benefit of current and any future lower market prices will not pass to the beneficiaries, and the public interest is not protected (Annexes F, M and S).

6. SUMMARY OF IRREGULARITIES IN THE PROCUREMENT PROCESS

6.1 The following is a summary of irregularities observed in the procurement process as detailed in the proceeding sections:

Sr.	Irregularity	Rule / Provision
1	Standard Bidding Documents not used; no quantities or payment terms specified	Rule 23(4) of PP Rules, 2004
2	Ambiguous evaluation criteria; no financial formula; no combined score; declared QCBS not applied	Rules 29 and 30 of PP Rules, 2004
3	Financial bid opened two minutes after technical report, without prior notice	Rules 35 and 36(b) of PP Rules, 2004
4	Contract awarded after 1 day of the report publication	Rule 35 of PP Rules, 2004
5	Evaluation reports and award not hoisted on PPRA website	Rule 35 and Rule 47 of PP Rules, 2004; PPRA instructions dated 18-02-2026
6	Single bid accepted without establishing price reasonableness	Rule 38(b) of PP Rules, 2004
7	Operational margin reduced from Rs. 750–850 to Rs. 700, and revenue share restricted to the margin, after bid opening	Rule 40 of PP Rules, 2004
8	Bids opened and evaluated by a Committee constituted by BHS-P in place of the Committee as required under the bidding document.	RFT Clause 25; Rule 4 of PP Rules, 2004
9	Award recommended as Chairman and approved by the same officer (Director BHS-P); Ministry's concurrence obtained ex post facto on 17-09-2026, after award and execution of the agreement	RFT Clause 25; Rule 4 of PP Rules, 2004
10	Bid not meeting the mandatory DRAP licence requirement (RFT Clause 8(ii)) declared technically responsive; technical marks for licence, experience, cold chain and logistics credited on the basis of a third party's (LDS) capacity	Rules 30 and 36(b) of PP Rules, 2004
11	PPP mode adopted for a non-qualified project without appraisal, information to the Risk Management Unit (Finance Division) and P3A, or value-for-money and affordability analysis.	Sections 12A(3), 13(2)(a), 13(2)(h) and 16(3) of P3A Act, 2017

6.2 In accordance with Rule 50 of the PP Rules, 2004, an unauthorized breach of the Rules amounts to mis-procurement. The irregularities mentioned above compromised the competitiveness, transparency and integrity of the process, and are not procedural lapses only. The procurement therefore amounts to mis-procurement.

7. RESPONSIBILITY, CORRECTIVE MEASURES AND WAY FORWARD – ToR (iii)

7.1 Responsibility

7.1.1 On the basis of the record examined, responsibility for the irregularities prima facie rests as set out below:

7.1.2 Dr. Pardeep Kumar, then Director, BHS-P, formed the Procurement Committee and made himself its chairman. He signed the bidding documents, which had no quantities, payment terms or objective evaluation basis. He chaired the opening and evaluation of the bid, and then, as head of the department, approved the award his own Committee had recommended. He signed the Letter of Intent and the Contract Award before the Ministry's concurrence, adding the Rs. 700 operational margin and other terms that were not in the RFT or the bid.

7.1.3 Members of the BHS-P Procurement Committee (Mr. Abdul Rasool Shaikh, Dr. Raheemuddin, Dr. Mian Fareezuddin and Dr. Shazia Saifullah): declared the bidder technically responsive although he did not meet the mandatory DRAP license requirement of RFT Clause 8(ii), signed evaluation reports that awarded marks without a marking scale, did not compute the declared combined score, credited the bidder with a third party's capacity, and accepted a single bid without establishing price reasonableness.

7.1.4 Dr. Syed Abid Hussain Shah, the incumbent Director, BHS-P, instead of reviewing the wrongful award of contract and undertaking remedial measures, submitted the case to Secretary M/o NHSR&C for ex post facto approval/ratification through a misleading note.

7.1.5 Dr. Syed Ghulam Murtaza, Medical Officer/Focal Person IHR BHS-P, prima facie appears to have been very actively involved throughout the procurement process. While there is nothing on record which connects him with the procurement process, the Committee came across persuasive circumstantial and anecdotal evidence during the inquiry proceedings that he was actively involved throughout the procurement process.

7.2 Corrective measures

7.2.1 The Ministry of NHSR&C, as the administrative Ministry, may be informed of the finding of mis-procurement in accordance with Rule 50 of PP Rules, 2004, and proceedings may be initiated against the officers concerned under the applicable rules.

7.2.2 In view of the mis-procurement and the non-responsiveness of the bid, the existing contract with M/s Pharma Connect may be reviewed/terminated in accordance with its terms, subject to the directions of the Islamabad High Court in W.P. No. 5124/2026, with an interim arrangement to ensure continuity of vaccination services until the requirement is re-procured.

7.2.3 BHS-P may be advised to re-procure the requirement by following PP Rules, 2026, using Standard Bidding Documents notified by the PPRA, with defined estimated quantities, a defined payment mechanism and clearly specified vaccination places across the country, and

may consider procurement on a lot basis keeping in view multiple geographic locations.

7.3 Way forward

7.3.1 The bidding documents must state:

i. clear and unambiguous evaluation criteria;

ii. the financial evaluation parameter;

iii. the scoring formula and the combined-score method;

iv. the award rule; and

v. a marking scale for each technical criterion.

7.3.2 Procurement Committees should be constituted by the competent authority, and there should be distinct separation of authorization and powers while conducting evaluation and granting approval.

7.3.3 Strictly comply with the standstill period as required under the procurement regulatory framework.

7.3.4 The evaluation reports, the award and the contract should be hoisted on the PPRA website in accordance with PP Rules, Regulations and instructions issued from time to time.

7.3.5 Where the bidding documents require concurrence of a higher authority, no letter of award or contract should be issued before it is obtained, and ex post facto ratification should not be used to regularize an award.

7.3.6 Technical evaluation should credit only the bidder's own capacity, unless otherwise specified in the bidding documents.

7.3.7 Where only one bid is received, the procuring agency should record a documented rate-reasonableness analysis, and should also analyse the causes of low participation; both analyses should be placed on record.

7.3.8 Where a procuring agency adopts a PPP arrangement for a project that is not a qualified project under the P3A Act, 2017, it must appraise the project, provide the prescribed information to P3A and its Risk Management Unit, and record a value-for-money and affordability analysis; for a qualified project, all approvals under section 14 of the Act must be obtained before the agreement is executed. Labelling a procurement as PPP does not exempt it from the public procurement regulatory framework.

7.3.9 The procurement staff of BHS-P and the attached departments of M/o NHSR&C may be given capacity-building training related to public procurement ordinance, rules, regulations, bidding documents, evaluation and EPADS.

8. CONCLUSION

8.1 BHS-P adopted a PPP arrangement for the procurement of vaccines and vaccination services

without meeting the requirements of either the P3A Act, 2017 or the PP Rules, 2004. The procurement was properly advertised, but every later stage, from the preparation of the bidding documents to the award, departed from the Rules, as set out in Section 7.

8.2 One officer conducted the entire process. He formed the Committee and chaired it, approved its recommendation, and signed the award before the Ministry agreed. So, none of the checks in the Rules worked: there was no independent Committee, no clear evaluation criteria, no test of whether the single bid was reasonably priced, and no approval by the proper authority.

8.3 The outcome is a five-year contract at an ACWY rate 67.4% above the DRAP MRP, an extra charge of about Rs. 548 million a year on about 600,000 GCC-bound workers. The procurement is a mis-procurement under Rule 50 of the PP Rules, 2004. Responsibility, corrective measures and the way forward are set out in Section 8.

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(Member)

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