

# **Report on Corrupt Procurement Practices and Conduct in Health Support Services**

23 September 2025

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## THE INVESTIGATION

### What the Commission investigated

- 1 Mr Rohit Jain was employed as a contract administrator/manager in the Procurement and Supply Business Unit of Health Support Services (**HSS**).
- 2 His duties included managing administrative arrangements and supply contracts for the delivery of clinical protective apparel to Health Service Providers forming part of WA Health. The supply contracts were made and administered under HSS 'Contract HCNS116013 - *Supply of Clinical Protective Apparel to Western Australian Public Health Care Units*' (**Protective Apparel Contract**).
- 3 Aprons are a form of clinical protective apparel. They are supplied to Health Service Providers under the Protective Apparel Contract arrangements.
- 4 Medsaa Pty Ltd, trading as 'BioComp', supplied biodegradable aprons under a supply contract made through HSS. Medsaa is controlled by Mr Prateek Jain and Ms Shweta Jain.<sup>1</sup> Rohit is not related to Prateek or Shweta but has a personal relationship with them.<sup>2</sup>
- 5 Growise Pty Ltd also supplied biodegradable aprons under a supply contract made with HSS.
- 6 In May 2024, the Commission received an allegation that Rohit had misused information acquired through his employment with HSS to benefit Prateek, Shweta and himself. The information was confidential to Growise and had been provided to Rohit as part of the process by which Growise became a supplier under the Protective Apparel Contract. It was alleged that the information had been disclosed by Rohit to Prateek to enable Medsaa to also become a supplier of biodegradable aprons under the contract.
- 7 The Commission assessed the allegation by conducting a preliminary investigation under s 32 of the *Corruption, Crime and Misconduct Act 2003* (**CCM Act**). Following the preliminary investigation, the Commission formed an opinion under s 22, CCM Act that serious misconduct may have occurred.
- 8 The Commission decided to investigate whether Rohit had acted corruptly in the performance of his functions as a public employee and/or had corruptly taken advantage of his position as a public officer to obtain a benefit for himself or others or to cause detriment to any person (Operation Coppersmith).<sup>3</sup>

<sup>1</sup> Mr and Ms Jain are husband and wife. Ms Jain is registered as sole Director of Medsaa, with Mr and Ms Jain equal shareholders. The Commission accepts that it was intended that both be appointed directors; however, due to an administrative error, Ms Jain was appointed as sole director: Prateek Jain transcript, private examination, 20 May 2025, p 6.

<sup>2</sup> Without intending any disrespect, it is convenient to refer to Mr Rohit Jain, Mr Prateek Jain and Mrs Shweta Jain by their first names.

<sup>3</sup> CCM Act, s 33.

- 9 As part of Operation Coppersmith, the Commission received documents and privately examined Rohit, Shweta, Prateek and a person referred to as Witness A. A draft of the report was provided to Rohit, Shweta, Prateek and HSS under s 86 CCM Act. The Commission received further submissions in response to its draft report from Shweta and HSS. The Commission has carefully considered the submissions and amended its draft report to the extent that it accepted the submissions.

### **Why the Commission investigated**

- 10 The Commission reasonably suspected that Rohit had acted dishonestly in enabling Medsaa to obtain a contract to supply biodegradable aprons under the Protective Apparel Contract and by his deception he had conferred a benefit on Medsaa, Prateek and Shweta and/or caused a detriment to Growise. The Commission subsequently acquired evidence that Rohit had obtained a financial benefit from Prateek and Shweta.
- 11 Serious procurement misconduct frequently involves:
- (a) deceptive conduct by a public officer to circumvent procurement control procedures and policies;
  - (b) inadequate procurement controls;
  - (c) insufficient supervision and oversight by managers and decision makers.
- 12 The Commission's investigation suggested that those aspects of serious misconduct may have been present in the process by which Medsaa became a supplier of protective apparel under the Protective Apparel Contract arrangements.

### **What the Commission found**

#### ***Rohit***

- 13 The Commission found that:
- (a) Rohit had disclosed information that was confidential to Growise to Prateek and through Prateek, to Shweta. He received the information as an HSS employee for the purpose of processing an application by Growise to become a supplier of biodegradable aprons under the Protective Apparel Contract. The information included the price at which Growise was willing to supply its biodegradable aprons to Health Service Providers and other commercially relevant information such as the composition of the aprons and delivery lead times.
  - (b) The information was disclosed by Rohit for the purpose of enabling Prateek and Shweta to establish a business manufacturing and supplying aprons under the Protective Apparel Contract.

- (c) Rohit did not declare a conflict of interest arising from his personal relationship with Prateek and Shweta and his involvement with Medsaa. That was not an oversight but rather, he deliberately concealed his personal relationship by not declaring a conflict. He took other steps to conceal from HSS his relationship with Prateek and Shweta and his involvement with Medsaa.
- (d) Rohit received a financial benefit for assisting Medsaa to become a supplier of biodegradable aprons to Health Service Providers and he conferred a benefit on Prateek, Shweta and Medsaa by his conduct. Medsaa commenced manufacturing biodegradable aprons using the confidential information disclosed by Rohit and was added to the panel of suppliers under the Protective Apparel Contract with his assistance. Medsaa subsequently supplied aprons to Health Service Providers.
- (e) Rohit caused a detriment to Growise by disclosing its confidential information. The information was used to enable Medsaa to be established as a competitor.
- (f) Rohit deliberately delayed processing an application by Growise under the Protective Apparel Contract and providing assistance to Growise during the application process. He also did not disclose information that might have enabled Growise to obtain a more favourable supply contract. That compounded the detriment suffered by Growise following disclosure of its confidential information.
- (g) Rohit acted dishonestly as an employee of HSS.

### *HSS's processes*

- 14 The total value of supply contracts made by HSS under the Protective Apparel Contract was substantial - as at November 2023, the approved contract value was \$142m and approximately \$123m had been spent since January 2015.<sup>4</sup> Notwithstanding the size of the contract, the Commission found that:
- (a) There was a real risk of serious misconduct under the arrangements by which the Protective Apparel Contract was managed. The arrangements placed considerable discretion and trust in the Senior Category Specialist and Category Specialist.
  - (b) HSS processes, including the risk criteria used to assess the risk associated with the Protective Apparel Contract, did not adequately address the risk of procurement misconduct by a HSS manager. Rather, the risk assessment focussed on commercial risks - for example, that products might be overpriced.
  - (c) The risk criteria used were not appropriate for deciding whether to add a new supplier to the contract.

<sup>4</sup> Exhibit 01594-2024-0055, p 7.

- (d) There was no effective and independent due diligence for Medsaa becoming a supplier of protective apparel. As a result, the process for adding a new supplier was overly reliant on information provided by those responsible for managing the Protective Apparel Contract. Rohit was able to substantially control the process by which Medsaa become a supplier under the Protective Apparel Contract.

### The Commission's opinion of misconduct

- 15 The Commission formed an opinion of serious misconduct by Rohit.<sup>5</sup> The opinion was formed under s 4(a) and s 4(b) of the CCM Act.<sup>6</sup>
- 16 An opinion that serious misconduct has occurred is not, and is not to be taken as, a finding or opinion that Rohit or any other person referred to in this report has or may have committed a criminal offence or a disciplinary offence.<sup>7</sup>

### Rohit's misconduct and possible lessons

- 17 Rohit abused the trust placed in him as a senior HSS employee managing a substantial contract for the supply of important protective apparel to Health Service Providers. He was expected to act fairly, objectively and honestly in performing his role. Instead, he deliberately disclosed confidential information so that Prateek and Shweta could establish a company to manufacture and supply a similar product in competition with Growise. He assisted Medsaa to become a supplier under the Protective Apparel Contract and he took steps to ensure that his involvement with Medsaa was not disclosed. He later received financial benefits from Prateek and Shweta.
- 18 Every public sector employee is expected to comply with the policies and procedures of their public sector employer and the policies and values of the public sector generally. They are given the trust and delegated authority necessary to perform their role in that expectation. However, trust and expectations are not sufficient to mitigate the risk of procurement misconduct. Agencies such as HSS need to ensure that they have effective controls in place and layers of oversight to identify red flags or concerns in procurement processes. The Commission has made the following recommendations to that end.

<sup>5</sup> CCM Act, s 217A(3). The Commission makes findings and forms opinions on the balance of probabilities, taking into account the seriousness of the issues that must be decided.

<sup>6</sup> Section 4(a) provides that misconduct occurs if 'a public officer corruptly acts or corruptly fails to act in the performance of the functions of the public officer's office or employment'. Section 4(b) provides that misconduct occurs if a public officer corruptly takes advantage of the public officer's office or employment as a public officer to obtain a benefit for himself or herself or for another person or to cause a detriment to any person'. Misconduct of the kind described in s 4(a) or s 4(b) is defined to mean serious misconduct (s 3 CCM Act).

<sup>7</sup> CCM Act, s 217A.

## Recommendations

- 19 The Protective Apparel Contract is an example of a category of HSS contracts that involve panel and standing offer arrangements. The Commission recommends<sup>8</sup> that HSS:
  - (a) Review the risk criteria and procedures for managing such contracts to ensure that the risk of procurement misconduct has been appropriately considered and addressed.
  - (b) Develop an effective and documented due diligence process for adding suppliers to panel and standing offer contracts. Consideration should be given to requiring a review of a proposed supplier by a person who is independent of any manager responsible for administering the contract (Category Specialists and Senior Category Specialists).
- 20 HSS advised in its response to the Commission's draft report that:
  - (a) to mitigate the risk of future procurement risk, HSS committed to reviewing procurement-related policy and procedures and to enhancing integrity and misconduct education and training for procurement and supply staff;
  - (b) it accepted the second of the Commission's recommendations and committed to developing a due diligence process for adding new suppliers to panel and standing offer contracts.
- 21 HSS also advised of other steps that had been taken to provide integrity within the Service in 2024/2025.
- 22 The Commission welcomes the HSS response to its draft report and will review the implementation of the steps identified by HSS and the Commission in twelve months.

## ROHIT'S ROLE AND THE PROTECTIVE APPAREL CONTRACT

### Rohit's position in HSS

- 23 Rohit commenced employment at HSS in September 2020. He was initially engaged as a Contract Administrator. In December 2020, he was appointed a Category Specialist.
- 24 Category Specialists are responsible for managing contracts for the supply of goods and services to Health Service Providers. Rohit described the contracts as 'simple contracts' involving the supply of items such as clinical protective apparel, disinfectants and general clinical consumables.<sup>9</sup>

<sup>8</sup> CCM Act, s 43(2)

<sup>9</sup> Rohit Jain transcript, private examination, 22 May 2025, p 5.

- 25 In 2022, Rohit commenced acting as a Senior Category Specialist. In about December 2022, he was appointed to the substantive position of Senior Category Specialist.
- 26 Rohit explained that Senior Category Specialists were responsible for managing 'more critical contracts'. Critical supply contracts involved items such as intravenous fluids - items that were critical to the functioning of hospitals and other Health Service Providers. However, Rohit's duties as Senior Category Specialist involved mentoring Category Specialists, including the Category Specialist for the Protective Apparel Contract who was appointed following his promotion.

### **The Protective Apparel Contract**

- 27 Rohit was responsible for managing the Protective Apparel Contract following his appointment as a Category Specialist. Although described as a 'contract', the Protective Apparel Contract operated as:
- (a) a set of administrative arrangements for the supply of protective apparel to Health Service Providers;
  - (b) a series of contracts made by HSS with individual suppliers.
- 28 The Protective Apparel Contract was a 'Whole of Health Standing Offer Panel arrangement'. Panel and standing offer arrangements are intended to facilitate the purchase by Health Service Providers of goods and services under pre-defined terms, conditions and prices. The arrangements typically include a set of buying rules which govern how Health Service Providers may engage suppliers. The rules are 'intended to provide an efficient means of satisfying requirements without the need to repeatedly engage with the market'.<sup>10</sup>
- 29 The buyer's rules for the Protective Apparel Contract were contained in a document entitled 'Buyer's Guide'.<sup>11</sup> The contract was administered by a 'Contract Management Plan'.<sup>12</sup> In summary:
- (a) the Protective Apparel Contract commenced on 5 January 2005 and was extended three times to January 2025;
  - (b) the Buyer's Guide listed contractors who had entered into contracts with HSS for the supply of nominated goods on agreed terms and conditions;
  - (c) it was mandatory for all Health Service Providers to acquire protective apparel under the Protective Apparel Contract and according to the Buyer's Guide;

<sup>10</sup> Exhibit 01594-2024-0211.

<sup>11</sup> Exhibit 01594-2024-054.

<sup>12</sup> Exhibit 01594-2024-055.



(d) the Protective Apparel Contract was subject to an approved total value. The total approved value was \$142m as at November 2023.<sup>13</sup>

30 The contracts made between HSS and suppliers were formed by a suite of standard form documents:

- (a) 'Request Conditions';
- (b) 'General Conditions of Contract';
- (c) a request document;
- (d) addenda;
- (e) 'Contractor's Offer';
- (f) 'Letter of Award'.

In addition, contract extension and contract variation letters were incorporated into the contracts over time.<sup>14</sup>

#### **Rohit's role in managing the Protective Apparel Contract**

31 New products and suppliers could be added to the Protective Apparel Contract. That accommodated changes in clinical practice, the adoption of new or emerging technologies and emergency circumstances such as COVID.

32 Rohit was responsible for sourcing and adding new suppliers and products when required. The process varied, depending on the reason for the addition. However, there was a requirement that the Category Specialist obtain quotes for the product, reach out to alternate suppliers and obtain samples of the product. The samples were provided to a Clinical Reference Group (CRG) and used for product trials.<sup>15</sup>

33 The Category Specialist was required to prepare a briefing note and make a recommendation if the proposed product was deemed fit for purpose. The briefing note was submitted to the HSS Chief Procurement Officer.<sup>16</sup> The Chief Procurement Officer had authority to approve the addition of suppliers to the Protective Apparel Contract.

34 The process that was followed for Medsaa and Growise to become suppliers under the Protective Apparel Contract is described later in this report. As will be seen, Rohit had a significant role in the process.

<sup>13</sup> Exhibit 01594-2024-055, p 7.

<sup>14</sup> Exhibit 01594-2024-055, p 8.

<sup>15</sup> Rohit Jain transcript, private examination, 22 May 2025, p 9.

<sup>16</sup> Rohit Jain transcript, private examination, 22 May 2025, p 8.

## DISCLOSURE OF CONFIDENTIAL INFORMATION

### Growise's early contacts with Rohit

- 35 Growise produces biodegradable and compostable products including a biodegradable apron distributed under the name 'Eco-Apron'.
- 36 In October 2021, a representative of Growise spoke to Rohit about the possibility of supplying the apron through HSS. Emails were exchanged during late 2021 and early 2022, with Rohit stating that he had not been able to progress the matter as he was 'under the pump'.<sup>17</sup>

### Prateek and Shweta

- 37 Prateek and Shweta are employed in the public sector. However, they have undertaken various business ventures and in late 2021, they wanted to start another business.
- 38 Rohit and Prateek first met in 2019 through their involvement in community groups. They became close family friends in about 2021. Their families would attend dinners and social events together and visit each other's homes.<sup>18</sup>
- 39 Prateek discussed the plan to start another business with Rohit. According to Rohit, that was in about 'March, April, May' 2022.<sup>19</sup> The possibility of dealing in biodegradable and compostable products was raised, with Rohit suggesting that Prateek consider producing and supplying biodegradable aprons.
- 40 Prateek gave evidence that Rohit suggested the biodegradable aprons could be supplied through HSS to Health Service Providers.<sup>20</sup> Rohit accepted that he got the idea that Prateek and Shweta should produce biodegradable aprons from his role at HSS.<sup>21</sup>
- 41 Significantly, Prateek and Shweta had no relevant experience in producing and supplying products to the medical industry and knew nothing about producing biodegradable aprons.<sup>22</sup>

### Disclosure of the Growise Documents

- 42 On 12 May 2022, Growise sent an email to Rohit attaching a brochure and other information about the 'Eco-Apron' (**Growise Documents**). The information included product specifications; pricing by quantity supplied; details about the Chinese manufacture; delivery lead times; Therapeutic Goods Administration certification; manufacturing details including

<sup>17</sup> Exhibit 01594-2024-0101.

<sup>18</sup> Prateek Jain transcript, private examination, 21 May 2025, p 23.

<sup>19</sup> Rohit Jain transcript, private examination, 22 May 2025, p 41.

<sup>20</sup> Prateek Jain transcript, private examination, 21 May 2025, p 5.

<sup>21</sup> Rohit Jain transcript, private examination, 22 May 2025, p 41.

<sup>22</sup> Rohit Jain transcript, private examination, 22 May 2025, p 42; Prateek Jain transcript, private examination, 20 May 2025, p 8.

the composition of the aprons; and certificates of manufacture conformity.<sup>23</sup> It was provided to Rohit as part of Growise's proposal to become a HSS supplier under the Protective Apparel Contract.

43 Rohit forwarded the Growise Documents to his personal email account. He sent a second email to the same account attaching a Growise promotional document. The emails were sent within minutes of receiving the Growise Documents.<sup>24</sup>

44 Rohit stated in his evidence that 'most likely' he provided the Growise Documents to Prateek. He 'would have' provided the information to enable Prateek '... to develop the product ... and then just to see that - what kind of documentation is required'.<sup>25</sup>

45 Any ambiguity in Rohit's evidence was subsequently clarified. Rohit stated that Prateek had contacted manufacturers in China to produce sample aprons after 'understanding what is the requirement'. He was then questioned by the Commissioner:<sup>26</sup>

*Let me just understand. You supplied Prateek with the information that's just been shown [the Growise documents]. You acquired that information as an employee of HSS. You did not send it directly to him but to your home email? --- To personal email, yeah.*

*Why did you do that? --- Ah, obviously I didn't want to disclose that, yeah.*

*And you knew that if Prateek developed the product he would be in effect a competitor with Growise? --- Yes. So that was my – to be honest, that was my aim because we didn't have any other supplier in the market except Growise. And normally, if you look at – you'll – you would want to have two, three suppliers and create a little bit of competition between them and - - -*

*Did you ever tell anybody at HSS what you had done - - -? --- No.*

*- - - or that that was your aim? --- No.*

46 In answer to further questions from counsel assisting the Commission, Rohit admitted that:<sup>27</sup>

- (a) he had many discussions with Prateek about developing a biodegradable apron;
- (b) 'possibly' he gave Prateek information about the pricing of Growise's apron - 'I shared a lot of information. Whatever I knew, like.';

<sup>23</sup> Exhibit 01594-2024-0018.

<sup>24</sup> Exhibit 01594-2024-0017; Exhibit 01594-2024-0018.

<sup>25</sup> Rohit Jain transcript, private examination, 22 May 2025, p 43. Rohit also accepted that he had sent the Growise emails to his personal email account for the purpose of forwarding the emails to Prateek: Rohit Jain transcript, private examination, 22 May 2025, p 42. Prateek agreed that he had seen the Growise Documents but could not recall when: Prateek Jain transcript, private examination, 20 May 2025, p 27.

<sup>26</sup> Rohit Jain transcript, private examination, 22 May 2025, p 43 - 44.

<sup>27</sup> Rohit Jain transcript, private examination, 22 May 2025, p 44 - 45.

- (c) he gave Prateek samples of the Growise apron and a plastic apron produced by another supplier, together with information about sizes;
- (d) he provided Prateek with information about the progress of Growise's application to become a HSS supplier.

47 The Commission was satisfied that Rohit provided information about the price of Growise's apron - the information was included in the Growise Documents and the Commission found that Rohit provided the Growise Documents to Prateek.

#### **Rohit's misuse of confidential information**

48 The Growise Documents contained information that was confidential to Growise - most obviously, the prices at which they were prepared to supply their aprons but also details such as delivery lead times and the composition of the aprons. The documents were provided by Growise to Rohit to progress an application to become a supplier to Health Service Providers under the Protective Apparel Contract. Obviously, Rohit was not permitted to disclose or use the information in the Growise Documents for any other purpose.

49 Rohit also gave Prateek samples of the Growise apron. Again, the samples were provided to Rohit solely for the purpose of enabling Growise to become a supplier under the Protective Apparel Contract and again, he was obviously not permitted to give a sample apron to Prateek.

50 As he admitted in the passages of his examination referred to above, Rohit provided the Growise Documents and the sample Growise apron to Prateek for the improper purpose of enabling Medsaa to develop its own biodegradable apron and to become a supplier to Health Service Providers. This was a gross breach of the trust placed in Rohit as a HSS employee and manager.

## ROHIT'S DEALINGS WITH GROWISE AND MEDSAA

### Medsaa and the BioComp Documents

- 51 Medsaa was registered with the Australian Securities and Investment Commission (ASIC) on 18 July 2022. That was a few months after Rohit had provided Prateek with the Growise Documents.
- 52 Medsaa carries on business under two trading names: 'Codestar' and 'BioComp'. Its biodegradable aprons are produced and sold under the name 'BioComp'. The Commission's investigation only concerned the business conducted under that name.
- 53 On 5 October 2022, an email was sent by Witness A to Rohit's HSS email account containing information about the 'BioComp' apron (**BioComp Documents**).<sup>28</sup> The BioComp Documents contained information similar to that contained in the Growise Documents. Obviously, the BioComp Documents were sent to Rohit for the purpose of Medsaa making a supply contract with HSS under the Protective Apparel Contract.

### The use of Witness A

- 54 Witness A was described in the email as the sales manager for 'BioComp'. However, Witness A stated that he was only a friend of Prateek and had never been employed by Medsaa. Prateek agreed and accepted that he had probably sent the email using Witness A's name.
- 55 Prateek stated he had used Witness A's details to introduce the BioComp apron to HSS because he understood that Rohit did not want him to use his own name.<sup>29</sup> Rohit confirmed that he had advised Prateek not to use his name in communicating with HSS. Asked why, he stated:<sup>30</sup>

*--- Because we share the same surname, and I didn't want anybody to kind of you know, point the finger at me, as if I'm helping somebody with some sort of interest, you know? So, why would I do that?*

*It might raise suspicion? --- Yes, correct.*

- 56 Subsequent communications between Rohit at HSS and Medsaa were addressed to and from Witness A. For example, Rohit sent an email to Witness A on 25 October 2022 requesting that 3 boxes of sample aprons be provided for clinical review. Witness A replied by email the next day.<sup>31</sup>

<sup>28</sup> Exhibit 01594-2024-0029E.

<sup>29</sup> Prateek Jain transcript, private examination, 21 May 2025, p 19.

<sup>30</sup> Rohit Jain transcript, private examination, 22 May 2025, p 57.

<sup>31</sup> Exhibit 01594-2024-0084.

57 Rohit was also asked whether he told Prateek what to include in the BioComp Documents. He replied:<sup>32</sup>

*He already had that email for Growise, you know? So, he knew what is included in that email. A lot of things he was not aware of, so I explained to him, "This is what it is, and these are the kind of details we look for always."*

58 Plainly, the purpose of using Witness A's name for email communications between Growise and Rohit was to disguise the relationship between Rohit, Prateek, Shweta and Medsaa. It was one step taken by Rohit to conceal his gross breach of trust in disclosing to Prateek information that was confidential to Growise and in facilitating Medsaa ultimately becoming a supplier of aprons under the Protective Apparel Contract.

### Dealings with Growise

59 As noted above, Growise first approached HSS about becoming a supplier of aprons in October 2021. Growise sought a meeting with Rohit in early 2022, with Rohit successively deferring a possible meeting until May 2022.<sup>33</sup> He stated in his examination that he was directed in mid-January 2022 to source some urgent products relating to COVID-19 and was on leave for three weeks from late February.<sup>34</sup>

60 Sample aprons were provided to Rohit at the meeting in May 2022.<sup>35</sup> The Growise Documents were then provided to Rohit by email sent on 12 May 2022.

61 It would have been possible to refer the Growise apron to the CRG for review once the sample aprons and Growise Documents had been received. However, it was not until October 2022 that the apron was referred to the CRG for assessment. Between May and October 2022:<sup>36</sup>

- (a) Growise enquired about the progress of its application to become a supplier by email dated 7 June. Rohit replied that he had caught COVID, the 'clinical teams' were busy with COVID cases and there were insufficient resources to review new products. He suggested that Growise 'reconnect' towards the end of June.
- (b) Growise enquired again in July. Rohit replied that there were 'internal changes' occurring and clinicians were busy. Rohit suggested waiting a few weeks and then progressing the Growise application.<sup>37</sup>

<sup>32</sup> Rohit Jain transcript, private examination, 22 May 2025, p 57.

<sup>33</sup> Exhibit 01594-2024-0006, p 16.

<sup>34</sup> Rohit Jain transcript, private examination, 22 May 2025, p 15.

<sup>35</sup> Rohit Jain transcript, private examination, 22 May 2025, p 16.

<sup>36</sup> Exhibit 01594-2024-0204.

<sup>37</sup> Exhibit 01594-2024-0204.

(c) Growise made further enquiries in August and September. There was no response from Rohit.

62 In the interim, Medsaa had obtained the necessary certificates and other information required for its product so that both products were simultaneously referred to the CRG in October 2022 (as noted previously, the information required for the BioComp apron to be referred to the CRG was provided to Rohit on 5 October 2022, with sample aprons provided in late October).<sup>38</sup>

### Referral for clinical review

63 On 20 October 2022, Rohit sent an email to various Health Service Providers (the CRG) referring to biodegradable and compostable aprons.<sup>39</sup> He advised that a 'number of suppliers of clinical protective apparel ... approached HSS with biodegradable and compostable product options. Following initial meetings and review of their submissions, HSS has identified two potential suppliers...'. The email then referred to Growise and BioComp and attached the Growise Documents and the BioComp Documents.

64 The email inferred that there had been 'initial meetings' between HSS and representatives of the potential suppliers as part of a routine process for progressing the addition of a new product to the Protective Apparel Contract. In fact, there was no meeting between Prateek and HSS that formed part of a proper process. Prateek only ever dealt with Rohit in the context of their personal relationship and only communicated with HSS by emails supposedly emanating from Witness A.

### Delay in referring the Growise apron to the CRG

65 The Commission considered whether Rohit had deliberately delayed referring the Growise apron for review by the CRG to give Prateek and Shweta sufficient time to establish a business that could produce and supply biodegradable aprons.

### Rohit's explanations

66 Rohit gave different explanations for the delay in providing the Growise Documents and sample apron to the CRG.

67 He was first asked about the time taken for the Medsaa apron to be ready for referral to the CRG.<sup>40</sup>

*So, if we just consider the timeframe for the two companies, it took a year to put Growise's aprons to the CRG, but from that email on 5 October 2022 from [Witness A], to 20 October 2022, when you put the aprons to the CRG, it only took 15 days to put Biocom's aprons to the CRG? --- Yep.*

<sup>38</sup> Exhibit 01594-2024-0030E; Exhibit 01594-2024-0029E.

<sup>39</sup> Exhibit 01594-2-24-0030E.

<sup>40</sup> Rohit Jain transcript, private examination, 22 May 2025, p 18.

*Is that difference in timeframe usual? --- No. So, basically Growise was not ready at that time, and when I received the email from Biocomp, everything was ready. Normally what we do is, we don't reach out with one supplier to the CRG, we'll have two or three options, as I explained earlier, the ... process we do. So, that's how when we got information from Biocomp, all information, then we shared both information together. We also had another one, I'm not sure if it's this email or next email, it was a company called Haines.*

*So, you were – let me rephrase that. Were you waiting for Biocomp's aprons to be provided before you put both to the CRG? --- Yes. And Haines, yep.*

68 Rohit was again asked about the delay in submitting the Growise apron to the CRG:<sup>41</sup>

**COUNSEL ASSISTING:** *Did you deliberately delay engaging with Growise so you could assist your friend Prateek in setting up a company to supply biodegradable aprons to HSS? -- -No, I had – can I expand?*

**THE COMMISSIONER:** *Yes? --- So, as I mentioned earlier, that was extremely busy for WA Health for HSS and us. So, this particular kind of activity was not on our priority. If you see those dates I'm talking about, end of 2021 to probably end of 2022, I was completely involved in COVID-related stuff, and we had a lot of issues with resources. Even the CRG members were not available. I travelled overseas, I had COVID twice during those days. CRG members were not available to provide feedback, and then his product was also not 100 per cent ready to be presented. So, normally what happens is that if a supplier comes to us, I'm planning to double-up this (indistinct) you know, and then we will explain that these are the kind of functional attributes that we would be looking at. But before you complete that, we can't present it to CRG, because it looks like we have given them half-cooked study, and we don't want to waste their time. So, you need to have 100 per cent everything in place, including documentation and the final product, then only we can reach out to CRG. So, there are multiple factors which led to that delay, but similarly, there are number of other examples. If you permit, I can give you examples with names.*

**COUNSEL ASSISTING:** *That's okay, thank you?---Where it took two years, even more than that, you know?*

**THE COMMISSIONER:** *But the examples that you would give – and I'm not really interested in them – don't take account of the fact that you were helping the competitor of Growise to the extent that you were?---Correct. Yes, correct.*

*And that it was not in your interests for Growise to proceed until Biocomp was ready to compete with them?---You can say, yes.*

### **Why the Commission did not accept Rohit's explanations**

69 The first reason for the delay identified by Rohit was that Growise was 'not ready at that time' (although not clear, presumably 'that time' was a reference to when Growise provided the Growise Documents and sample aprons). Similarly, Rohit said it was necessary to have

<sup>41</sup> Rohit Jain transcript, private examination, 22 May 2025, p 73.



'100 per cent everything in place, including documentation and the final product, then only we can reach out to the CRG.'

- 70 As to that evidence, all that Rohit provided to the CRG in October 2022 was the Growise Documents and sample aprons which he had been given by Growise in May 2022. There was no reference in the emails subsequently exchanged with Growise that something more was required to be done before its apron could be submitted for clinical review.
- 71 The second reason given by Rohit for the delay was to the effect that it was necessary for more than one supplier to apply to join the panel of suppliers under the Protective Apparel Contract before a product could be referred to the CRG. However:
- (a) There was no reason why that would be so, given that the role of the CRG was simply to provide feedback about the suitability of a proposed product for use in a clinical setting. That was especially where, as in this case, there was no difference in the composition of the Growise and Medsaa aprons and so there was nothing to compare (apart from size).
  - (b) The biodegradable aprons were a new product which was intended to provide a more environmentally sustainable alternative to the plastic aprons then being supplied under the Protective Apparel Contract. There was nothing to indicate that another supplier would emerge at the time that Growise provided the Growise Documents and sample aprons. Contrary to Rohit's evidence, HSS only approached Haines Medical Australia in November 2022.<sup>42</sup>
  - (c) In responding to inquiries about progress, Rohit never advised Growise that its apron could not be sent to the CRG for assessment until HSS had located another potential supplier.
- 72 The third reason given by Rohit for the delay was to the effect that he was too busy dealing with procuring products following the opening of Western Australia's borders post the COVID-19 shut down and because of his personal circumstances (twice contracting COVID-19 and travelling overseas). It was not, so he said, his priority at the relevant time.
- 73 However:
- (a) A circular email attaching the Growise Documents and making arrangements for delivering the sample aprons was all that was required to submit the Growise apron to the CRG for review. It was not a time-consuming task.
  - (b) Rohit travelled overseas in late February/early March 2022 - that is, before he received the Growise Documents and sample aprons in May 2022. He referred to the trip as one explanation for why he deferred the proposed meeting with Growise in

<sup>42</sup> Rohit Jain transcript, private examination, 22 May 2025, p 19 - 20; Exhibit 01594-2024-223E.

early 2022. His involvement in procuring product following the opening up of Western Australia's borders was also put as an explanation for the delay in meeting.<sup>43</sup>

- (c) Rohit had sufficient time to finally meet with Growise by May 2022. The email sent by Growise to Rohit attaching the Growise Documents commenced '[a]s discussed and promised, please see attached the *GrowiseEcoapron* pdf document that outlines the Eco Apron, Growise PTY LTD and other information you suggested'. The email then set out pricing and delivery details. The email indicated that Rohit had invited Growise to submit the information required for its apron to be considered as a new product under the Protective Apparel Contract at that time. There was no suggestion that he was too busy to progress Growise's application to join the panel of suppliers.

74 The fourth reason given by Rohit was that 'the CRG members were not available' because of their involvement in 'COVID-related stuff'. He referred to that difficulty in the email sent to Growise on 7 June 2022 and 17 June 2022. However, there was no reference to the difficulty in May 2022 when Growise provided the Growise Documents and sample aprons. Further, he suggested in each of his emails that contact would be made with Growise within a few weeks.

75 It is also difficult to see how the CRG members would be too busy to review the Growise apron. The assessment of its suitability simply required the aprons to be used instead of the plastic aprons then being supplied and for members to complete a simple form.<sup>44</sup>

76 However, what was most telling on the issue of delay was what actually occurred, together with Rohit's admission that it was not in his interests for Growise to become a supplier under the Protective Apparel Contract until Prateek and Shweta, through Medsaa, could compete.

77 The Growise apron was referred to the CRG within days of the Rohit receiving the BioComp documents and sample aprons - that is, as soon as Prateek and Shweta had been able to establish Medsaa, make arrangements for the manufacture of the BioComp apron and complete the regulatory requirements for the apron to be marketed. The email to the CRG attaching the Growise Documents and the BioComp Documents made no reference to past delays due to group members being too busy. Nor did the email enquire as to whether it was now convenient for members to review the sample aprons.

### ***The Commission's finding***

78 The Commission found that Rohit deliberately delayed referring the Growise apron for assessment so that Medsaa could complete the requirements for the BioComp apron to also be submitted to the CRG. The Commission did not accept Rohit's explanations for the delay.

<sup>43</sup> Rohit Jain transcript, private examination, 22 May 2025, p 15.

<sup>44</sup> Exhibit 01594-2024-0084.

- 79 The Commission also considered that this finding was consistent with, and reinforced by, the whole of Rohit's conduct in dealing with Growise and Prateek, Shweta and Medsaa.

## SUPPLIER X

### The relationship between Medsaa and Supplier X

- 80 Supplier X acts as a wholesale distributor of health and medical products for various suppliers; it does not manufacture any products. It had supply contracts with HSS as at 2023.
- 81 Supplier X assisted the Commission with its investigation and the Commission was satisfied that it was not knowingly a party to any misconduct. No adverse inference should be drawn against Supplier X from any matter referred to in this report.
- 82 On 8 February 2023, a representative of Supplier X sent an email to Rohit in which the representative referred to a meeting the previous week. The email concerned the possible supply of plastic aprons but concluded, 'have you heard anymore re: biodegradable suppliers as we would love to reach out and discuss warehousing here in WA for them?'.<sup>45</sup> Rohit responded by advising he would speak with the suppliers.<sup>46</sup>
- 83 The inference from the email exchange, and subsequent events, was that Rohit raised with the representative the possibility of Supplier X acting as Medsaa's wholesale agent for dealing with HSS.
- 84 On 28 February 2023, Rohit provided Supplier X with contact details for Medsaa (still nominating Witness A as the contact person). Subsequent emails indicated that representatives of Supplier X met with Prateek in March 2023.<sup>47</sup>
- 85 Supplier X acted on behalf of Medsaa in dealing with HSS from about that time.

### The purpose for using Supplier X

- 86 Supplier X's involvement in the process by which the BioComp apron was added to the Protective Apparel Contract further concealed the true nature of the relationship between Rohit, Prateek, Shweta and Medsaa. The Commission was satisfied that this was Rohit's intention in introducing Supplier X to Medsaa and the BioComp apron.

<sup>45</sup> Exhibit 01594-2024-0024E.

<sup>46</sup> Exhibit 01594-2024-0077.

<sup>47</sup> Exhibit 01594-2024-0027.

## GROWISE, MEDSAA AND THE PROTECTIVE APPAREL CONTRACT

### Clinical review

- 87 In late 2022/early 2023, Rohit received feedback from the clinical review. The Growise and Medsaa aprons were found to be fit for purpose. However, there were concerns about the lack of variable size offerings for the Growise apron and the smell of both aprons.
- 88 Rohit sent an email to Witness A on 7 March 2023 attaching feedback forms completed by the 'clinical team' and advising that the 'only feedback is that they [the aprons] smell like Mi Goreng'.<sup>48</sup> However, he did not provide Growise with feedback from the clinical review at the same time. That was despite:
- (a) Growise seeking updates on progress in December 2022;
  - (b) Rohit requesting and receiving further information about the Growise apron on or about 13 February 2023;
  - (c) Growise requesting an update on 22 February.
- 89 Growise requested further updates on 10 and 16 March and 4 and 18 April 2023.<sup>49</sup>
- 90 Growise stated in its 4 April 2023 email that it was prepared to reduce the cost of its apron if that was a problem. The author of the email concluded with the request, '[p]lease find some time to respond to my email'.
- 91 The email of 18 April 2023 commenced:<sup>50</sup>
- Please do not abandon us on this journey.*
- Could you please outline what we need to do from here?*
- I don't understand where we stand at present and what is needed to be done. ...*

### Communications with Growise

- 92 On 18 April 2023, Growise also sent an email to the Director, Transformation and Strategy for HSS. The email complained that Growise had 'hit a brick wall' and that 'despite ongoing attempts communication with Mr Jain has become protracted and stifled'. The email attached the email trail between Growise and Rohit summarised immediately above.<sup>51</sup>

<sup>48</sup> Exhibit 01594-2024-0026E.

<sup>49</sup> Exhibit 01594-2024-0009E.

<sup>50</sup> Exhibit 01594-2024-0009E.

<sup>51</sup> Exhibit 01594-2024-0010E. It appears that Growise may have been given the Director's name as a point of contact because HSS's Sustainability Manager was part of the Director's team.

93 The Director replied indicating she could not make procurement decisions but would 'see where this is up to'. On 5 May 2023, Rohit sent an email to Growise advising that:

- (a) all Health Service Providers were aware of the availability of the Growise apron;
- (b) the Eco-Apron had been found to be fit for purpose except for 'minor issues with size and odour';
- (c) Growise could approach a hospital directly but the hospital would then contract HSS as it was the 'Contracting Authority'.

94 The balance of the email explained the process by which Growise could be added as a supplier under the Protective Apparel Contract.<sup>52</sup>

#### **Growise and Supplier X/Medsaa added to the Protective Apparel Contract**

95 On 14 June 2023, Rohit provided Supplier X with the name of the new 'contract manager' (that is, the new Category Specialist) responsible for managing the Protective Apparel Contract.<sup>53</sup> On 16 June 2023, the new Category Specialist sent Supplier X the documents required to apply for the BioComp apron to be added to the Protective Apparel Contract.<sup>54</sup> Supplier X returned the completed documents on 23 June.<sup>55</sup>

96 Subsequently:

- (a) The HSS Category Specialist prepared a comparison between the Growise and BioComp aprons for Rohit.<sup>56</sup>
- (b) Rohit supervised the preparation of a briefing note to the Chief Procurement Officer for approval to add Supplier X and the BioComp apron to the Protective Apparel Contract.<sup>57</sup>
- (c) The briefing note went through several drafts. Some drafts recommended that only Supplier X be added to the Protective Apparel Contract; other drafts raised the possibility of either Supplier X or Growise being added and the final version recommended that Growise be added to supply small sized aprons with Supplier X to supply all other sizes.
- (d) Rohit communicated with the Manager Category Equipment, Pharmaceuticals and Services about preparation of the briefing note.<sup>58</sup> She advised towards the end of the preparation of the note that the Chief Procurement Officer had decided that both

<sup>52</sup> Exhibit 01594-2024-0010E.

<sup>53</sup> Exhibit 01594-2024-0034.

<sup>54</sup> Exhibit 01594-2024-0031E.

<sup>55</sup> Exhibit 01594-2024-0031E.

<sup>56</sup> Exhibits 01594-2024-0037E.

<sup>57</sup> Exhibit 01594-2024-0038; Exhibit 01594-2024-0040; Exhibit 01594-2024-0041E.

<sup>58</sup> See, for example, Exhibit 01594-2024-0043E.

Growise and Supplier X should be added to Protective Apparel Contract and he would approve a recommendation to that effect.<sup>59</sup>

- 97 On about 5 September 2023, the Chief Procurement Officer approved Supplier X and Growise, and their respective products, being added to the Protective Apparel Contract. On the same day, Rohit gave instructions to the Category Specialist to complete the process of awarding contracts to Supplier X and Growise.<sup>60</sup>

### The size of the Growise apron

- 98 There was an obvious difference in the information about the CRG review which Rohit provided to Medsaa (through Witness A) and to Growise. Among other things, Rohit's email of 5 May 2023 to Growise only referred to a 'minor issue' with size. Rohit did not elaborate on the issue. As a result, Growise was not given an opportunity to indicate whether it could supply other sizes and if so, to formulate a proposal. Clearly, Medsaa, through Supplier X, had gained a significant advantage in offering to supply aprons with multiple sizes.
- 99 In October 2024, Growise was advised that HSS planned to extend the Protective Apparel Contract for a further twelve months after January 2025. Growise was asked to confirm acceptance of a beyond term extension of the contract.<sup>61</sup> It responded by an email raising several questions including:<sup>62</sup>

*We understand that upon awarding our current contract, another supplier/brand (ie BIOCOMP) was also awarded the supply of compostable aprons but in three larger sizes to our ECO-APRON. In relation this matter, we have the following question*

*Are Growise now able to offer pricing for all disposable/compostable apron sizes being requested by HSS under this product category?*

- *Note during our last tender process and clinical trials we were only requested to provide pricing for one size disposable/compostable apron which was to be a 'like-for-like' replacement of current disposable/plastic apron. Growise was not invited to provide pricing/apron size options as provided by BIOCOMP.*

- 100 It is apparent from Growise's email that it would have sought to supply multiple sized aprons from the outset if it had been invited to do so or if it had been properly advised about the true nature of the 'minor issue' with sizing. Rohit, of course, knew the sizes of aprons that HSS supplied under the Protective Apparel Contract and it is to be inferred that he did not inform Growise of the true position so as to favour Medsaa.

<sup>59</sup> Exhibit 01594-2024-0043E.

<sup>60</sup> Exhibits 01594-2-24-0043E. On 24 October 2023, HSS posted to its 'LinkedIn' site an item advising that plastic aprons were to be replaced by biodegradable aprons from January 2024: exhibit 01594-2-24-0005.

<sup>61</sup> Exhibit 01594-2024-0205E.

<sup>62</sup> Exhibit 01594-2024-0205E.

## CONFLICT OF INTEREST

### Policy

- 101 Section 9 of the *Public Sector Management Act 1994* provides that all public sector employees are to comply with:
- (a) the Act;
  - (b) the Public Sector Commissioner's instructions, public sector standards and codes of ethics;
  - (c) any code of conduct applicable to the public sector employee concerned.
- 102 The section further provides that public sector employees are to act with integrity in the performance of official duties and are to be scrupulous in the use of official information, equipment and facilities.
- 103 The Public Sector Commissioner has:
- (a) Developed a Code of Ethics, which among other things, requires public sector employees to make considered and unbiased decisions based on merit and declare and manage conflicts.
  - (b) Issued Instruction 40: *Ethical Foundations*. That requires public sector bodies to develop and implement a code of conduct. It also reproduces the Code of Ethics as requirement for public sector employees.
- 104 The HSS Conflict of Interest Guidelines require HSS staff to act with honesty and integrity and provides that staff must immediately declare any perceived, potential or actual conflict of interest. The policy further requires that HSS staff declare any personal relationship that gives rise to a potential conflict of interest, regardless of whether any conflict eventuates.<sup>63</sup>
- 105 The HSS Conflict of Interest Guidelines also require employees to comply with the WA Health Code of Conduct Policy and the WA Health Managing Conflicts of Interest Guidelines<sup>64</sup>. The HSS policy gives effect to the Public Sector Commissioner's Code of Ethics and the WA Health policies.
- 106 Rohit was aware of the HSS policy and the WA Health Managing Conflicts of Interest policy.<sup>65</sup>

<sup>63</sup> Exhibit 01594-2024-0057.

<sup>64</sup> Exhibit 01594-2024-0059.

<sup>65</sup> Rohit Jain transcript, private examination, 22 May 2025, p 38.



### Rohit's failure to comply with the policy

- 107 Rohit did not declare a conflict arising from his friendship and his dealings with Prateek, Shweta and through them Medsaa, notwithstanding that:
- (a) Rohit and Prateek had known each other since 2019. They regarded each other as friends and they and their families regularly socialised together.
  - (b) Prateek stated that he and Rohit met about once a month. However, Rohit stated that during 2022 they usually met once or twice a week.<sup>66</sup>
  - (c) Prateek referred to his relationship with Rohit as one of respect, guidance and mentorship.<sup>67</sup> He and Shweta referred to Rohit as 'Brother' as a mark of respect.
  - (d) Rohit advised Prateek on establishing Medsaa and the BioComp business. He assisted Prateek by providing the Growise Documents and introduced Prateek to Supplier X.
  - (e) Rohit was the Category Specialist and later, Senior Category Specialist for the Protective Apparel Contract. Medsaa, through Supplier X, applied to join the panel of suppliers for the contract.
  - (f) Rohit liaised with Growise and Medsaa/Supplier X in relation to their applications to become a supplier under the Protective Apparel Contract. He was the point of contact for Growise throughout the process.
  - (g) Rohit, together with the Manager Category Equipment, Pharmaceuticals and Services, supervised the preparation of the briefing note submitted to the Chief Procurement Officer for approval of Growise and Medsaa/Supplier X to be added to the panel of suppliers for the Protective Apparel Contract.
- 108 Rohit also knew Witness A and was required by the HSS Conflict of Interest Policy to declare a conflict in apparently dealing with him, especially after receiving the BioComp Documents. He did not declare a conflict. He was asked in examination why he had not done so. He replied:

*I didn't think – I didn't think that this was a conflict at that stage because I was not – I was – like, normally when we sign conflict of interest form or we declare, it's during the tender process. So in these kind of ... (indistinct) processes we don't do that normally. That's a normal practice, but I didn't think that this is a conflict here.*

**THE COMMISSIONER:** *Why not? --- Ah, I knew we are not going to buy or engage with them further on this, so it will be - - -*

<sup>66</sup> Prateek Jain transcript, private examination, 21 May 2025, p 44.

<sup>67</sup> Prateek Jain transcript, private examination, 20 May 2025, pp 8 - 9, 12, 21, 23 and 24; Prateek Jain transcript, private examination, 21 May 2025, pp 3, 8, 19 - 20, 27, 30, 40 and 44 - 46.

*You knew that one possibility is that Biocomp might trade with [Supplier X] who trades with you? --- Sorry, I didn't get - - -*

*That [Supplier X] was the distributor for Biocomp? --- Yes.*

*And then from [Supplier X] it goes to health services and to the hospitals? --- Yes.*

*Pretty direct link I would have thought? --- Ah, so as I said, you know, my understanding is that we declare when we are dealing with a contractor, not a subcontractor so - - -*

*Does it say that in the policy? --- I'm not sure. Ah, we can look at that form if it's available, that conflict of interest form.*

- 109 Rohit subsequently signed a conflict of interest and confidentiality form on 24 November 2023 in relation to a proposed tender. The form drew no distinction between contractors and subcontractors and no policy document drew such a distinction. That is hardly surprising - it would have been contrary to the object of the conflicts policy to distinguish between, in this instance, Medsaa as a manufacturer of protective apparel, and Supplier X as the distributor of the apparel.

#### **The reason for the failure of Rohit to declare a conflict**

- 110 In the Commission's view, the reason for Rohit's failure to comply with the various policies on declaring and managing a conflict of interest was plain. Declaring a conflict would have:
- (a) prevented him from acting as the point of contact for Medsaa and later, Supplier X;
  - (b) disqualified him from being involved in the process by which Supplier X/Medsaa was approved as a supplier under the Protective Apparel Contract; and
  - (c) possibly invited questions that might have revealed his role in establishing Medsaa using information he had acquired as a HSS employee which was confidential to Growise.
- 111 In short, Rohit's failure to declare a conflict of interest was another way in which he concealed his relationship with Prateek, Shweta and Medsaa and his dealings with them. That was also the reason why he did not declare a conflict arising out of his personal knowledge of Witness A.

#### **THE BENEFIT TO MEDSAA AND ROHIT**

##### **The benefit to Medsaa**

- 112 The benefit to Medsaa (and through it, to Prateek and Shweta) from Rohit's conduct was substantial.

- 113 On 28 September 2023, Supplier X placed its first order with Medsaa for BioComp aprons. The value of the order was \$109,147.50, including GST.<sup>68</sup> On 3 October 2023, Supplier X transferred \$25,000 to a bank account operated by Medsaa. Between October 2023 and March 2025, Medsaa received \$567,621.16 from Supplier X on account of the supply of BioComp aprons.<sup>69</sup> Prateek estimated Medsaa's profit across that period to be approximately \$100,000 - \$120,000.<sup>70</sup>

### **The benefit to Rohit**

- 114 Prateek and Shweta gave Rohit a fuel card, a debit card and a mobile phone in 2024. The Commission found that Rohit was given the cards and phone because of the assistance he had provided in establishing Medsaa and in facilitating the company, through Supplier X, becoming a supplier under the Protective Apparel Contract.
- 115 The cards and mobile phone were benefits for the purpose of s 4(b) of the CCM Act. The Commission did not quantify the total value of the benefits.

### **Fuel and debit cards**

- 116 On 3 October 2024, Shweta told Prateek in a Teams chat to order a Medsaa debit card and a fuel card for 'Brother' (that is, Rohit).<sup>71</sup> There was some difference in the evidence between Rohit and Prateek about whether Rohit had asked for the fuel card to be provided to him. However, Rohit accepted that he knew Prateek felt obliged to give him the card because of the assistance he had provided in establishing the apron business.<sup>72</sup>
- 117 The Commission did not trace the payments made by Rohit using the fuel card. As will become apparent, he had the card for at least three months.
- 118 Rohit also accepted that he requested the use of a Medsaa debit card. It was not in issue that the card was used by him at a home goods and electronics store on 17 November 2024 to purchase goods to a value of \$4,125. Prateek's evidence was that the card was to be used only for making that purchase. However, there was no limit on the card; no amount was agreed; and the card was left in Rohit's possession after the purchase at the store had been made. Rohit subsequently used the debit card for other purchases such as dinners and groceries.
- 119 The effect of the evidence given by Prateek and Shweta was that:
- (a) the fuel and debit cards were provided solely for Rohit's use;

<sup>68</sup> Supplier X Purchase Order No 306184.

<sup>69</sup> Exhibit 0154-2024-0222.

<sup>70</sup> Prateek Jain transcript, private examination, 21 May 2025, p 43.

<sup>71</sup> Exhibit 01594-2024-0103.

<sup>72</sup> Rohit Jain transcript, private examination, 22 May 2025, p 66.

(b) the cards were given on the understanding that Rohit was to be rewarded for his assistance in establishing Medsaa and facilitating the supply arrangement with Supplier X and through it, the contract with HSS;

(c) they did not expect to be repaid.<sup>73</sup>

120 Rohit agreed that the cards had been provided because of his assistance in establishing Medsaa's BioComp business. There was no other reason for the cards to have been provided to him.<sup>74</sup>

### ***The mobile phone***

121 Prateek also informed the Commission that he had gifted a mobile telephone worth \$1,119.30 to Rohit in 2024. The phone had not been originally purchased as a gift for Rohit, but it was subsequently given to him to provide an additional benefit.<sup>75</sup> The Commission was satisfied that this was the purpose of the 'gift'.

### **Other payments by Prateek and Shweta**

122 In December 2024, Prateek and Shweta paid for purchases made by Rohit or his wife at two home living stores. The payments totalled \$21,733.00. Both Shweta and Prateek stated that the payments were made for the purpose of conferring another benefit on Rohit.

123 Rohit gave a different explanation for the payments. He stated that they were made to discharge a loan involving Prateek's parents and a third party. The loan arrangements were convoluted, and the Commission was unable to make a finding about the reason why Prateek and Shweta had made the payments to Rohit.

### **Destruction of the fuel and debit cards**

124 In early 2025, Rohit became aware of the Commission's investigation into his conduct. He promptly destroyed the fuel and debit cards; he said he had acted in a panic.<sup>76</sup> However, plainly he destroyed the cards to conceal his involvement with Prateek, Shweta and Medsaa.

<sup>73</sup> Prateek Jain transcript, private examination, 21 May 2025, pp 2 and 30; Shweta Jain transcript, private examination, 20 May 2025, pp 30 and 40.

<sup>74</sup> Rohit Jain transcript, private examination, 22 May 2025, p 66; Prateek Jain transcript, private examination, 20 May 2025, p 39; Prateek Jain transcript, private examination, 21 May 2025, p 44.

<sup>75</sup> Prateek Jain transcript, private examination, 21 May 2025, p 39.

<sup>76</sup> Rohit Jain transcript, private examination, 22 May 2025, p 73.

## **DETRIMENT TO GROWISE**

### **The Commission's finding**

- 125 The Commission found that Rohit took advantage of his position to cause a detriment to Growise by:
- (a) giving the Growise Documents and the sample aprons to Prateek;
  - (b) creating a delay in providing the Growise Documents and sample apron to the CRG for clinical review;
  - (c) not communicating with Growise after the clinical review had been completed;
  - (d) not fully advising Growise about the effect of the size of apron it had developed and what steps might be taken to ensure that its proposed supply terms were competitive with Medsaa.

### **Disclosure of Growise's confidential information**

- 126 Rohit disclosed information to Prateek that was confidential to Growise. The information included details about the Chinese manufacturer of the apron; the composition of the apron (the 'ingredients' used to produce the apron); the price at which Growise was prepared to supply the apron; and the lead time required to supply the apron (the time between order and supply). The information was self-evidently confidential and was provided to Rohit to enable Growise's application to become a supplier under the Protective Apparel Contract to be processed.
- 127 The misuse of Growise's confidential information provided the basis upon which Medsaa was established and the means by which it subsequently derived revenue. Rohit disclosed the information to assist Prateek and Shweta to establish a business of manufacturing biodegradable aprons with a view to becoming a supplier under the Protective Apparel Contract. Medsaa, through Supplier X, was added to the panel of suppliers under the contract. Biodegradable aprons replaced the plastic aprons that had been previously supplied. Medsaa/Supplier X were granted the supply contract for all but one of the apron sizes that were supplied. Medsaa received substantial payments from Supplier X on account of the supply of the BioComp apron to Health Service Providers.
- 128 The disclosure of Growise's confidential information to a potential competitor was, in and by itself, a detriment for the purpose of s 4(b) of the CCM Act.

### **Delay and the failure to communicate**

- 129 Rohit's delay in referring the Growise apron to the CRG meant that it lost the opportunity to join the panel of suppliers under the Protective Apparel Contract at an earlier time. It also lost the opportunity to offer to supply different sized aprons because of Rohit's failure to

fully inform Growise about the fact that multiple sizes were sought by HSS and the 'minor issue' with the size of the Growise apron was that it was only a small size.

- 130 Those lost opportunities were also a detriment to Growise within the meaning and for the purpose of s 4(b) of the CCM Act.

## THE COMMISSION'S OPINION OF SERIOUS MISCONDUCT

- 131 In the Commission's opinion, Rohit's conduct in dealing with Growise, Prateek, Shweta and Medsaa constituted serious misconduct by corruptly acting in the performance of his functions as a Category Specialist and Senior Category Specialist:<sup>77</sup>
- (a) He disclosed to Prateek information that was confidential to Growise and which he had received in his capacity as a HSS employee. He disclosed the information to enable Medsaa to commence a business supplying biodegradable aprons to Health Service Providers under the Protective Apparel Contract.
  - (b) He assisted Prateek and Shweta to establish Medsaa and he advised them on the steps required for the company to become a supplier under the Protective Apparel Contract - indeed, he guided them throughout the approval process for the BioComp apron.
  - (c) He took steps to ensure that his relationship with Prateek, Shweta and Medsaa was concealed. He directed Prateek to use Witness A as the apparent point of contact between HSS and Medsaa, and he introduced Prateek to Supplier X.
  - (d) He failed to declare his conflict and while in a position of conflict, he supervised the briefing note required for the approval of Supplier X, acting as the agent for Medsaa, to be added to the panel of suppliers under the Protective Apparel Contract.
  - (e) He deliberately delayed referring Growise's apron to the CRG for review so that Medsaa would have sufficient time to arrange for the manufacture and supply of its apron and so that it could also be added to the panel of suppliers through Supplier X.
  - (f) He failed to fully inform Growise about the size of the aprons to be supplied under the Protective Apparel Contract so that it was denied the opportunity to compete with Medsaa across all sizes.
- 132 The Commission also formed the opinion that Rohit engaged in serious misconduct by taking advantage of his employment to:
- (a) obtain a benefit for himself and to confer a substantial financial benefit on Prateek, Shweta and Medsaa;
  - (b) cause detriment to Growise.
- 133 Different meanings can be attributed to the word 'corruption' and its derivative, 'corruptly' according to the context in which they are used. However, one ordinary meaning of corruption in public administration is that it denotes the dishonest or partial exercise of an

<sup>77</sup> The CCM Act defines 'serious misconduct' to include a public officer corruptly acting in the performance of the functions of their office or employment: s 4 read with the definition of 'serious misconduct'.

official function by a public officer or employee. That meaning aptly describes the corrupt nature of Rohit's conduct.

#### **Prateek and Shweta Jain**

- 134 As previously noted, Prateek and Shweta are public sector employees. Prateek and Shweta gave evidence that they had applied for and received approval from their public sector employer to engage in secondary employment.<sup>78</sup> However, the Commission will inform their public sector employer about the findings that have been made on their dealings with Rohit and HSS.

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<sup>78</sup> Prateek Jain transcript, private examination, 20 May 2025, p 7; Shweta Jain transcript, private examination, 20 May 2025, p11.



## RECOMMENDATIONS

- 135 HSS administers a multitude of procurement and supply contracts. A variety of government policies define its procurement and supply practices. They are described in HSS's 'Procurement and Contract Management Practice Guide'.<sup>79</sup> It is not part of the Commission's statutory functions to undertake a general review of those policies and practices.
- 136 However, Rohit's conduct occurred in the context of the arrangements made by HSS for the management of the Protective Apparel Contract. The Commission necessarily considered the effect of those arrangements when investigating the allegation against Rohit. As a result, the Commission has made two recommendations. The recommendations are made for the following reasons.

### Risk assessment

- 137 It appears that a risk assessment was undertaken at the commencement of the Protective Apparel Contract in January 2005. The assessment was included in the Contract Management Plan.
- 138 At the time relevant to this investigation, the Contract Management Plan stated that the Protective Apparel Contract was a 'high value, low risk contract'. The annual spend was considered to be high value. However, the risk assessment also noted that the contract products had simple specifications, there was an established and competitive market with suitable substitutes available, post COVID the goods were not critical to the organisation and/or delivery of patient care and there were 17 suppliers in the contract.<sup>80</sup> The reference to the post COVID goods and the number of suppliers indicates that the risk assessment was amended from time to time.
- 139 The risk assessment was undertaken using an adapted 'Kraljic Matrix'. A high value, low risk contract is referred to as a 'leveraged contract' according to that matrix. In addition to the product and market characteristics identified above, a leveraged contract involves 'low risk suppliers where there has been no past performance issues or prior difficulties dealing with the supplier'.<sup>81</sup>
- 140 It is apparent that the risk criteria focussed on the commercial risks associated with the Protective Apparel Contract - for example, the risk of a non-competitive price or other supply terms. The assessment of the contract as 'low risk' was not concerned with, and did not reflect in any meaningful way, procurement risks within HSS.
- 141 Notwithstanding the commercial focus of the risk assessment, the effect of characterising the contract as low risk appears to have been to leave contract management substantially

<sup>79</sup> Exhibit 01594-2024-0211.

<sup>80</sup> Exhibit 01594-2024-0055.

<sup>81</sup> HSS, 'Contract Management: Mini Guide', October 2024.

with the Contract Specialist and Senior Contract Specialist. That obviously presents a procurement risk.

- 142 The briefing note to the Chief Procurement Officer for approving the supply of biodegradable aprons incorporated a short risk analysis. It was noted that ordinarily a tender process would have been adopted to supplement the panel of suppliers and products for the Protective Apparel Contract. However, it was said that the risk of adding Growise and Supplier X as approved suppliers was low for reasons that included, 'the inability of the current contracted suppliers to supply biodegradable and compostable aprons has required HSS to source an alternative supplier to fulfil sustainable initiatives by [Supplier X]'.<sup>82</sup> Again, the risk assessment focussed on the commercial aspects of the contract.
- 143 It might also be noted that the criteria employed to assess risk at the time the Protective Apparel Contract was commenced or to add suppliers of products already supplied under the contract had little application to the addition of a supplier providing a new product - particularly a product that was an innovation and for which there was no established competitive market.
- 144 The briefing note to the Chief Procurement Officer was prepared by a new Category Specialist under Rohit's supervision as her line manager. The note did not refer to Medsaa, nor did it provide details about the manufacture and supply of the BioComp apron, despite Supplier X acting only as a wholesale distributor of products. That was particularly surprising as HSS had no previous experience in supplying biodegradable aprons.

### Due diligence

- 145 There were ways in which the relationship between Rohit, Prateek, Shweta and Medsaa might have been discovered had a due diligence process for introducing new suppliers to the Protective Apparel Contract been followed:
- (a) Medsaa had no previous relationship with HSS and Supplier X was not involved at the time that the BioComp Documents were provided to HSS. A requirement that a company which had not previously dealt with HSS give particulars of its company structure as registered with ASIC would have disclosed a possible relationship between Rohit, Prateek and Shweta - provided that the particulars were reviewed by someone other than Rohit. Due diligence would extend to direct contact with those who control or manage the proposed supplier.
  - (b) Supplier X had a previous relationship with HSS. It was readily apparent from the material reviewed by the Commission, and from its website, that Supplier X conducts business as a wholesale supplier of medical supplies. It does not manufacture consumables such as protective apparel. A due diligence requirement that the manufacturer of a product to be supplied through a wholesale distributor such as

<sup>82</sup> Exhibit 01594-2024-0039, p 11.

Supplier X be disclosed would have identified the involvement of Medsaa. Due diligence on Medsaa could then have been undertaken.

- 146 The Protective Apparel Contract is an example of a category of standing arrangement contracts used by HSS. The due diligence process for those contracts should be reviewed to ensure that they mitigate the risk of procurement misconduct. Clearly, due diligence should be performed independently of any manager responsible for the on-going administration of the contract. The due diligence process should be prescribed and properly documented.