



WIZARA YA AFYA

BARAZA LA FAMASI



TAARIFA YA UKAGUZI WA JENGO LA KARMELI PHARMACY

TAREHE: 19 Septemba, 2024

SEHEMU: Jengo la Karmeli Pharmacy, Halmashauri ya Wilaya ya Nyamagana

UTANGULIZI

Baraza la Famasi ni taasisi ya udhibiti iliyoundwa kwa mujibu wa Kifungu cha 3 cha Sheria ya Famasi, Sura ya 311 ya mwaka 2011, chini ya Wizara ya Afya. Moja ya majukumu yake ni kusimamia usajili na utoaji wa vibali vya biashara kwa maduka ya dawa nchini.

Kutokana na maombi ya kuendelea na biashara ya famasi ya rejareja katika jengo la Karmeli Pharmacy, ambalo hapo awali lilikuwa likitoa huduma lakini lilifungwa kwa muda, Baraza la Famasi lilifanya ukaguzi wa jengo hilo ili kutathmini kama linakidhi vigezo vya kisheria na kitaalamu kwa ajili ya kuendelea na utoaji wa huduma.

Ukaguzi huu ulilenga kuthibitisha hali ya jengo, umbali wake kutoka vituo vingine vya afya na maduka ya dawa, pamoja na kufuata kanuni na taratibu za usajili wa majengo ya famasi.

1. WASHIRIKI WA UKAGUZI

Ukaguzi ulifanywa kwa kushirikiana na maafisa kutoka taasisi zifuatazo:

Na.	Jina la Afisa	Cheo	Taasisi
1.	Cosmas Kayombo	Mfamasia II	Baraza la Famasi Kanda ya Ziwa
2.	Ebelhard Mukiza	Mfamasia II	Baraza la Famasi Kanda ya Ziwa

2. MATOKEO YA UKAGUZI

2.1 Ukaguzi wa Jengo la Karmeli Pharmacy

Kufuatia maombi ya kuendelea na huduma ya famasi ya rejareja katika jengo la Karmeli Pharmacy lililokuwa likitoa huduma hiyo na kufunga kwa muda wakaguzi walifika katika jengo hilo na kubaini yafuatayo;

- Jengo lipo umbali wa **mita 49** kutoka famasi ya rejareja ya *Famgi Pharmacy*, ambayo ni DLDM iliyopandisha hadhi wakati bado Karmeli Pharmacy inaendelea kutoa huduma kabla haijafungwa
- Jengo lipo umbali wa **mita 500** kutoka *GBP filling station*,
- Jengo lipo umbali wa **mita 1000** kutoka Zahanati ya Serikali ya Mkolani, na
- Jengo lina ukubwa wa mita za mraba **30.02**

3. MAPENDEKEZO

Kwa kuzingatia matokeo hapo juu, wakaguzi wanapendekeza mwombaji apewe idhini ya kuendelea kutoa huduma ya famasi ya rejareja katika jengo hilo kwakuwa jengo limekidhi vigezo vyote vya kanuni ya 4 (3) (h), 5 (a) na 18 vya Kanuni za Usajili wa Majengo za mwaka 2020.

4. HITIMISHO

Kwa kuzingatia matokeo ya ukaguzi na mapendekezo yaliyotolewa, mwombaji apewe idhini ya kuendelea na huduma ya famasi ya rejareja kwa Mujibu wa Kanuni za Usajili wa Majengo.

Naambatanisha nyaraka muhimu zinazojumuisha fomu za maombi ya ukaguzi, risiti za malipo, matokeo ya ukaguzi kwa rejea.



Beatus Mpogoza

MKUU WA KANDA YA ZIWA

BEATRICE C. MULEKE
P O BOX 132
MIDIANZA
08/01/2025

MSAJIRI BARAZA LA PHARMACY
P O BOX 1277
BOBOMA

YAH: KUOMBA KURUHUSIWA KUFUNGIWA
PHARMACY YA KARMELE

Rejea kichwa cha habari hapo juu, mimi
Beatrice C. Muleke mmiliki wa Karmeli pharmacy
ndiondika barua tarehe 19/07/2024 Kuomba Kufunga
pharmacy na kwa barua hii naomba tena kurahusiwa
kufunga pharmacy hiyo ya Karmeli kwa kufata
taratibu zote nitakazo ambiana.

Hatungulizi Shukurani za dhafi endapo ombi hili
litakubaliwa.

Hi mimi katika ujenzi wa Taifa
Beki
Beatrice C. Muleke.

MKATABA WA KUPANGISHA CHUMBA CHA BIASHARA

Mkataba umefanyika leo tarehe 01/01/2025..... baina ya Ndugu JOSEPHINE WAMBURA
BEATRICE C. MULEKE
Mtaa wa NCHENGA..... Kata ya NYEGEZI..... Mwanza. Ambaye katika mkataba
huu atajulikana **Mpangishaji**) kwa upande mmoja.

Na

Ndugu BEATRICE C. MULEKE..... wa NCHENGA..... mwenye namba
ya simu 0764-990266 (ambaye katika mkataba huu atajulikana **Mpangaji**) kwa upande
mwingine.

Mkataba umesainiwa kwa makubaliano yafuatayo:-

1. Kwamba, Mpangaji ameridhika na kwa hiari yake kupanga chumba cha biashara.
2. Kwamba, Mpangishaji kwa hiari yake ameridhia kumpangisha mpangaji.
3. Kwamba, Pande zote mbili zimekubaliana kiasi cha kodi ni Tshs...100,000.....
kwa mwezi.
4. Kwamba, pande zote mbili zimekubaliana kuwa kodi italipwa kwa muda wa
mw/miezi/mw/miaka: Mwaka.....
5. Kwamba, kiasi cha Tshs 1,200,000..... kinatolewa na mpangaji
na kupokelewa na mpangishaji wakati wa kusaini mkataba huu.
6. Kwamba, Mkataba huu utanza leo tarehe 01/01/2025..... na kukoma tarehe 30/12/2025
7. Kwamba, Mpangaji anapaswa kutoa taarifa mapema kabla ya mkataba kuisha endapo
ataendelea kupanga atasaini mkataba mwingine, baada ya ule wa awali kukoma.
8. Kwamba, Mpangaji haruhusiwi kumpangisha mtu mwingine bila ya idhini ya mpangishaji, la
sivyo aliyepangishwa atafukuzwa mara moja na Mpangishaji.
9. Kwamba, Mpangaji atawajibika kufanya usafi wa mazingira.
10. Kwamba, Mpangaji atawajibika kulipia Ankara za umeme na maji kwa makubaliano na
mpangishaji.

Mkataba umesainiwa na:

Jina JOSEPHINE WAMBURA..... saini J. Wambura..... tarehe 01/01/2025 (Mpangishaji)

Jina BEATRICE C. MULEKE..... Saini B. Muleke..... tarehe 01/01/2025 (Mpangaji)

Jina Shahidi COSTANTIN..... Saini C. Costantin..... tarehe 01/01/2025

01-01-2025



THE UNITED REPUBLIC OF TANZANIA



PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect.22 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

YOHANA M MBOJE

PIN NO: 0103935

Having complied with the provision of Section 22 of The Pharmacy Act, Cap 311

is entitled to practice as a **Full Registered Pharmacist** upon the

terms and subject to the conditions set forth in the

aforesaid Act and its Regulations thereto.

Issued 20 November 2024

Expires on: 31 December 2025

Registrar
Pharmacy Council





THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL 00002654

CERTIFICATE OF FULL REGISTRATION

(Section 20 of the Pharmacy Act, CAP. 311)

Full Name Yohana M. Mboje

* I hereby certify that the following is a true extract from the entry in the Register relating to fully registered pharmacist details in respect of whom are set out below.

Registration		Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN	Date					
0103935	20th November, 2024	13th February, 2001	Tanzanian	P.O. Box 1464 Mwanza	Bachelor of Pharmacy	Catholic University of Health and Allied Sciences 2023

Date 19th December 2024

REGISTRAR

- NOTES: (1) This certificate affords immediate evidence of registration. In due course the name of the Pharmacist will be published in the list of registered Pharmacist published annually by the Council and reference should thereafter be made to the current Published list for evidence as to continue registration.
- (2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.



THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

No 00000700

CERTIFICATE OF ENROLLMENT

(Section 24 of the Pharmacy Act, 2002)

Beatrice Muleke



PHARMACY COUNCIL OF TANZANIA
DAR ES SALAAM

I hereby certify that the following is a true extract from the entry in the roll relating to enrolled Technicians details in respect of whom are set out below

Enrollment No.	Date	Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
0435	1st Dec. 2007	12th Aug. 1981	Tanzanian	P.O. Box 2817 Mwanza	Diploma in Pharmaceutical Sciences	St. Augustine University of Tanzania - BUCHS 2007

Date 1st June 2009

W. M. M. M.
REGISTRAR
PHARMACY COUNCIL
P.O. BOX 1111 DAR ES SALAAM

NOTES: (1) This certificate affords immediate evidence of enrollment in the roll and the name of the Pharmacist should be published in the list of Pharmaceutical Technicians published annually by the Council. (2) No further evidence should be made to the Council published list for evidence as to the enrollment.

(3) This certificate is not as evidence of the identity of the holder of the name above and must not be used as such.



THE UNITED REPUBLIC OF TANZANIA
PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect.26 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

BEATRICE C. MULEKE

PIN NO: 0400435

Having complied with the provision of Section 26 of The Pharmacy Act, Cap 311
is entitled to practice as a **Pharmaceutical Technicians** upon the
terms and subject to the conditions set forth in the
aforesaid Act and its Regulations thereto.

Issued:01 December 2007

Expires on:31 December 2025

Registrar
Pharmacy Council



AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

BEATRICE C. MULEKE
(PROPRIETOR)

AND

YOHANA M MBOJE
(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

PHARMACIST

This Agreement is made on this 31 day of 12 2024

BETWEEN

Badrice Muloke (Name) of P.O. BOX 132 Region
Mwanza (hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business, of one part;

AND

YOHANA M MBOJE a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the SUPERINTENDENT) of another part.

WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a regulated business under the Act

AND WHEREAS in compliance with section 43 of the Act the Proprietor wishes to engage the professional services of a pharmacist to be in charge of his business;

AND WHEREAS the Superintendent is willing to offer professional services to the proprietor in lieu of remuneration for such services or such other terms and conditions as stipulated hereunder;

AND WHEREAS the proprietor and superintendent (together referred as "the Parties") are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing;

AND WHEREAS the Parties agree to establish and operate a business of a pharmacist styled as KAR MELI Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. Interpretation:

In this Agreement, unless the contrary intention appears, the following words shall denote the meaning assigned to them:

"Act" means the Pharmacy Act, [Cap 311 R: E 2002] Laws of Tanzania.

"Agreement" means this Agreement between the parties to establish and operate a business of Pharmacist.

"Business of pharmacy or pharmacist" includes professional pharmacy practice and any activity carried on by a person in relation to medicines, medical devices or herbal medicines;

"Council" means the Pharmacy Council established under section 3 of the Act.

Pharmacy” means any approved premises wherein or from which any services pertaining to the practice of a pharmacist is provided, and shall include a community Pharmacy, consultant Pharmacy, institutional Pharmacy or wholesale Pharmacy.

“Pharmacist” means a person registered as such under section 16 of the Act.

“Proprietor” means an owner of Pharmacy who is registered as such under the Tanzania Food, Drugs and Cosmetics Act of 2003 and includes his assignees, agents or his legal representatives.

“Registrar” means Registrar of the Council appointed under Section 11 of the Act

“Superintendent” means a Pharmacist In-Charge of the business of a pharmacist who supervises a pharmacy and is registered as such by the Council under the Act.

“Transfer of ownership” means any disposition of ownership of the facility subject of this agreement to a third party either by way of sale, lease, or any other form, which has the effect of changing or transferring power of authority of owning of pharmacy to a third person during existence of its operation

2. Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 3rd day of JANUARY 2025 to 3rd day of JANUARY 2026

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 3rd day of JANUARY 2025

4. Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities;

4.1.1 The PROPRIETOR shall pay monthly allowance/emoluments of TZS 900,000/= Tshs payable to the SUPERINTENDENT upon discharging his duties and functions as per this Agreement.

- (a) Provided that the said allowance shall be net off any applicable taxes and/or deductible employment benefits and shall be paid in monthly basis, and no later than the **1st** day of the following month, unless the delay in payment is communicated to the Superintendent and has accepted to the delay.
- (b) Where the Proprietor fails to pay a monthly allowance to the Superintendent for **ten (10)** days without any justifiable cause, the Superintendent shall treat such late payment as a breach of contract and the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.

- 4.1.2 The Proprietor shall be responsible for purchasing or buying all reference materials necessary for the discharge of the business of a pharmacist and shall ensure at all times the availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- 4.1.3 The Proprietor shall comply with the Laws, Regulations, Guidelines and standards prescribed by the Council and other relevant authorities.
- 4.1.4 Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.1.5 The Proprietor shall hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Council.
- 4.1.6 The Proprietor shall apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.7 The Proprietor shall follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.
- 4.1.8 The Proprietor shall ensure pharmaceutical services are provided with due care and ensure all proper records are maintained and managed well.
- 4.1.9 The Proprietor shall be responsible to report to the Council on poor attendance, service provided or malpractices done by the Superintendent.
- 4.1.10 The Proprietor shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, which includes but not limited to availability of Superintendent Log book, PC logo, dispensing register, ledgers etc.
- 4.1.11 The Proprietor shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.12 The Proprietor shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a Superintendent for proper records and professional accuracy.
- 4.1.13 Perform any other duty as the Council may determine from time to time for proper conduct and management the business of pharmacist.

4.2 The Superintendent;

For an allowance or emolument stipulated in clause 4.1.1 of this Agreement, the Superintendent shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently supervise the said pharmacy, dealing in Pharmaceuticals.

The superintendent shall have the following duties and obligations: -

- 4.2.1 Shall obtain from the Council and other appropriate authorities collect the requisite licenses, permits and authorization and keep the pharmacy within the standards and conditions as contained in any written law that regulate and control the business of a pharmacist.
- 4.2.2 Shall ensure physical supervision of the said premises at a minimum of 15 hours in 7 days of the week. Full time pharmacist is more preferable.
- 4.2.3 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.2.4 Shall manage and undertake all technical and professional matters in the pharmacy.
- 4.2.5 Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to the law.
- 4.2.6 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
- 4.2.7 Shall provide pharmaceutical service with due care.
- 4.2.8 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.
- 4.2.9 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.
- 4.2.10 Shall report to the Council on any malpractices or violations done by the Proprietor.
- 4.2.11 Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e. Superintendent logbook, PC logo, dispensing register, ledgers etc.
- 4.2.12 Must ensure whoever is on duty shall appear on a white coat and name tag on it.

- 4.2.13 Shall establish a well-organized management body of the pharmacy of which he supervises.
- 4.2.14 Shall ensure that all certificates (business permit, premises registration, copy of certificate of a Superintendent and any other certificates from other authorities are conspicuously displayed in the premises.
- 4.2.15 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- 4.2.16 Shall perform any other duty as the Council may determine.

5. Termination

5.1 This Agreement shall be terminated:

- (a) by automatic termination;
- (b) by mutual consent, or
- (c) by Notice

5.2 The Agreement may automatically be terminated:

- (i) after the expiry of a term fixed under Clause 2 of this Agreement unless otherwise the parties agree to renew the terms of the agreement.

- (ii) If the Council cancels the licence, or suspends or removes the name of a **Superintendent** from the Register due to professional misconducts in accordance with section 45 of the Act.

Notwithstanding the requirement of this Clause, where termination is due to the cancellation of the Superintendent's licence, or suspension or removal from the Register, Roll or List of Pharmacists, all benefits, allowances or claims due to the Superintendent for the work done for any such of days before the cancellation, suspension or removal shall be paid by the Proprietor prior to termination.

5.3 The Agreement may be terminated at any time by mutual agreement or consent between the parties when they find it appropriate that the agreement be terminated. Provided that where the Agreement is terminated by mutual consent, all claims or allowance due to the **Superintendent** shall be paid in full by the Proprietor prior to termination.

- 5.4 The Agreement may be terminated by notice:
- (i) By either party by giving a one (1) month' written notice to the other party of the intention to terminate the Agreement;
 - (ii) By either party by yielding to the other party one month's equivalent payment in lieu of a notice as required under Clause 5.4 (i) above.

Provided that a written notice under this clause shall be addressed to the other part and copy shall be submitted to the Registrar for notification.

- 5.5 Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.

- 5.6 The Parties agree that the Council shall not be obligated to issue another notice of termination but a closure order as per the Act.

6. Dispute Settlement

- 6.1 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.
- 6.2 If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.
- 6.3 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintendent from initiating or proceeding to the Commission for Mediation and Arbitration (CMA).

7. Applicable Law and Jurisdiction

- 7.1 The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.
- 7.2 Any dispute, controversy or claim arising of or relating to this Agreement or the breach, termination or invalidity or the Agreement shall firstly be settled amicably by the parties.
- 7.3 Unless the matter is not settled in an amicable way within thirty (30) days from the date when the dispute arose, the matter may be taken court of competent jurisdiction for further redress.
- 7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief

8. The Council will accept additional clauses but this Agreement is a generic contract for guidance only.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing.

Signed and delivered by the parties at this 31st day of DECEMBER 20 24

SIGNED and DELIVERED at by the said
Reafrica C. Muleke who is known
to me personally/identified to me by
.....the latter being
personally known to me this 31 day of 12 2024

Reafrica C. Muleke
PROPRIETOR

In the presence of:

Name: FABIAN KULWA
Designation: ADVOCATE
Signature: [Signature]
Address: 10418, Mwanza
Date: 31/12/2024



Signed and delivered by the parties at this 31 day of DEC 20 24

SIGNED and DELIVERED at Mwanza by the said
Yohana M Mboje who is known
to me personally/identified to me by
.....the latter being
personally known to me this 31 day of 12 2024

[Signature]
SUPERITENDENT

In the presence of:

Name: FABIAN KULWA
Designation: ADVOCATE
Signature: [Signature]
Address: 10418 Mwanza
Date: 31/12/2024

