

PHARMACY COUNCIL



APPLICATION FOR ALTERATION
(Under Section 35 (1) of Pharmacy Act, 2011)

Registrar,
Pharmacy Council,
P.O. Box 1277,
Dodoma.

APPLICATION FOR CHANGE OF:

- | | |
|-----------------------|-------------------------------------|
| 1. PREMISES LOCATION | <input type="checkbox"/> |
| 2. BUSINESS NAME | <input checked="" type="checkbox"/> |
| 3. BUSINESS OWNERSHIP | <input checked="" type="checkbox"/> |

SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: MSD COMMUNITY OUTLET FIN:

TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☒ Warehouse ☐

PHYSICAL ADDRESS:

Plot No. Street: KAWAJENSE IKULU Ward: KAWAJENSE

District/Municipal: MPANDA Region: KATAVI

POSTAL ADDRESS: 216 MPANDA Contact No.

E-mail: gabara@msd.go.tz

OWNERSHIP:

Directors (Names): 1. MEDICAL STORE DEPARTMENT Qualification:

2. Qualification:

3. Qualification:

SUPERINTENDANT INFORMATION:

Full Name: GEOFFREY STEVEN MALENYA PIN: 0101229

Residential Address: 216 MPANDA Tel: 0765550954 Email:

Contract commencement date: Cessation date:

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: DUKA LA DAWA HOSPITALI YA MANISPAA MPANDA

TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☐ Warehouse ☐

PHYSICAL ADDRESS:

Plot No. Street: KAWAJENSE IKULU Ward: KAWAJENSE

District/Municipal: MPANDA Region:

POSTAL ADDRESS: 216 MPANDA CONTACT No. 0756935064

Tingati: 4/6/20

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. MEDICAL STORE DEPARTMENT Qualification:
2. MD MPANDA MC Qualification:
3. Qualification:

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: LILIAN HENRY SHIO PIN: 0103327
 Residential Address: MPANDA Tel: 0710856487 Email: lilianshio@gmail.com
 Contract commencement date: JULY 18, 2025 Cessation date: JAN, 2026
FEB, 2025

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. HANDOVER OF MSD COMMUNITY BUTLET TO MPANDA
MUNIUPAL COUNCIL TO FACILITATE AND ENSURING
AVAILABILITY AND ACCESS OF MEDICINE TO CLIENTS
2.

SECTION D: APPLICANT INFORMATION

Name of Applicant: SR JIMBU MAZWA
 (Contact/email if different from the above)
 Address: 216 MPANDA Tel: 0766457952 E-mail: mazwa05@gmail.com
 Signature of Applicant: [Signature] Date: 03/04/2025

SECTION E: APPLICANT DECLARATION

I hereby declare to the best of my sanity that the information provided is valid and there are mutual agreements of terms between parties.

Signature of Applicant: [Signature] Date: 03/04/2025

SECTION F: REQUIRED ATTACHMENT

Please attach the following documents depending on your proposed changes:

1. TAX CLEARANCE CERTIFICATE
2. Copy of lease agreement or title deed
3. Memorandum of Understanding
4. Certificate of registration from BRELA
5. Copy of Director(s) ID
6. Original Premises Registration Certificate (For Alteration No. 1 or 2)



JAMHURI YA MUUNGANO WA TANZANIA

WIZARA YA AFYA

BOHARI YA DAWA

msd

Unapojibu tafadhali taja

Kumb. Na.AD.169/207/06/01

04 Machi, 2025

Msajili,

Baraza la Famasi,

Jengo la NHIF Gorofa ya 1,

Barabara ya UDOM,

S.L.P. 1277,

DODOMA.



Kuh: KUSITISHA HUDUMA YA DUKA LA DAWA LA JAMII LA MSD MPANDA
(MSD COMMUNITY OUTLET-MPANDA).

Tafadhali rejea somo tajwa hapo juu.

2. Bohari ya Dawa (MSD) ilianzisha Duka la Dawa la Jumla na Rejareja **MSD COMMUNITY OUTLET - MPANDA** mwaka 2018 lenye utambulisho namba (FIN) 0300109 kutoka Baraza la Famasi chini ya usimamizi wa Mfamasia **Godfrey Steven Malenya** mwenye namba ya utambulisho (PIN) 0101229.

3. Kwa barua hii Bohari ya Dawa (MSD) inatoa taarifa kusitisha huduma ya Duka tajwa hapo juu ili kutoa nafasi kukabidhi uendeshaji wa Famasi hii chini ya Halmashauri ya Manispaa ya Mpanda kwa makabidhiano yaliyofanyika tarehe **21/02/2025** mbele ya Mkurugenzi wa Manispaa ya Mpanda.

4. Pamoja na barua hii, naambatisha nakala halisi ya usajili na kibali cha duka.

Nakushukuru kwa ushirikiano wako.

Rashid A. Omar

KAIMU MENEJA WA KANDA
MSD TABORA

Digitally signed by Rashid Omar
Date: 2025.03.04 14:34:06 +03'00'

Bohari ya Dawa, Mtaa wa Malabzi, Ipuli, S. L. P 137, Tabora.

Simu: +255(26) 2604162, Nukushi: +255(26) 2604962, Barua Pepe: tabora@msd.go.tz, Tovuti: www.msd.go.tz



PHARMACY COUNCIL



PERMIT TO OPERATE THE BUSINESS OF A PHARMACIST

Made under Section 17 of the Pharmacy Act Cap. 311

Permit No. 00109-2024

This Permit is hereby granted to M/S **MSD Community Outlet - Mpanda Branch** of P.O. Box 9081, Dar es Salaam to operate a **Retail and Wholesale Business** at the premises situated/lying between **Ikulu Street, Mpanda MC Hospital, Mpanda Municipality/District** in **Katavi Region** with Facility Identification Number (FIN) **0300109** under a superintendent Pharmacist **Godfrey Steven Malenya** with Personal Identification Number (PIN) **0101229**

Issued in: **February 2018**

Expires on: **30 June 2025**

05-07-2024

DATE


SIGNATURE OF REGISTRAR

CONDITIONS

1. This Permit shall have and continue to have effect from and including the day when it is issued and does not authorize the holder to operate business in unregistered premises or during the period of suspension, revocation or cancellation
2. The nature of conducting business shall conform to the category of pharmacist business registered
3. This permit does not authorize the holder to sell or supply medicines illegally to unlicensed premises.
4. When vacating the registered premises, the superintendent pharmacist shall surrender to the Council the original Premises Registration Certificate and Business Permit
5. The permit is non transferable and Council reserves the right to suspend, revoke or cancel any certificate or permit issued under this Act if satisfied terms and conditions have been violated



PHARMACY COUNCIL



PREMISES REGISTRATION CERTIFICATE

Made under Section 34 (1) of the Pharmacy Act Cap.311

FIN: 0300109

This is to certify that the premises owned by M/S MSD Community Outlet - Mpanda Branch of P.O. Box 9081, Dar es
Salaam located at Ikulu Street, Mpanda MC Hospital, Mpanda Municipality/District in Katavi Region has been registered
for Retail and Wholesale to sell pharmaceutical and related products with Facility Identification Number (FIN) 0300109

Issued in: February 2018

18-10-2018

DATE:

SIGNATURE OF REGISTRAR
AND STAMP

CONDITIONS

1. The premises and the manner in which the business is conducted must conform to the category of pharmacist business registered
2. This certificate does not authorize the holder to sell or supply medicines, medical devices and diagnostics illegally to unlicensed premises
3. Any changes such as ownership, superintendent pharmacist, business name, physical address and location of the registered premises shall be approved by the Pharmacy Council
4. This certificate is non transferable to other premises or to any other person
5. Both certificate and business permit shall be displayed conspicuously in the registered premises



THE UNITED REPUBLIC OF TANZANIA



MEMORANDUM OF UNDERSTANDING

BETWEEN

MEDICAL STORES DEPARTMENT (MSD)

AND

MPANDA MUNICIPAL COUNCIL

FOR HANDOVER OF MSD COMMUNITY OUTLET AND RE-PAYMENT
OF LOAN FOR HEALTH COMMODITIES AND TRANSFER OF OFFICE
FURNITURE.

PREPARED BY
MSD & MPANDA MC

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MoU) is entered on this 21st day of February, 2025 by and between the Medical Stores Department (MSD) of P.O Box 9081, Dar es Salaam, (hereinafter referred to as **MSD**) of one party and MPANDA MUNICIPAL COUNCIL of P.O Box 216, Mpanda (hereinafter referred to as the **Council** of the other party.

For the purpose of this MoU, the MSD and Council will jointly be referred to as "Parties" and individually as "Party".

WHEREAS

- A. MSD has responsibilities of procurement, manufacturing, storage, and distribution of quality health commodities to the public health facilities;
- B. MSD owns and operate the Community Outlet known as MSD Community Outlet located in MPANDA MUNICIPAL COUNCIL, inside Mpanda Municipal Hospital and is willing to transfer the Outlet to the Council so that can continue to discharge the legal mandates of procurement, storage, and distribution of quality health commodities;
- C. The MPANDA MUNICIPAL COUNCIL has shown an interest and agreed to take over the MSD Community Outlet and operate it according to the terms of this Memorandum of Understanding;
- D. The Parties agree on the rights, roles and responsibilities of each Party in facilitation of transfer.

NOW THEREFORE, the Parties hereby agree and commit themselves to honor specified rights, roles and responsibilities as stipulated hereinunder:

ARTICLE 1: OBJECTIVE

The objective of this MoU is to facilitate the transfer MSD Community Outlet together with available health commodities and assets (office furniture, air condition, generator etc) at the time of signing this MoU with agreed cost and method of payment.

ARTICLE 2: COMMITMENTS AND ACKNOWLEDGMENT FROM THE PARTIES

- 2.1 The MSD acknowledges that the available health commodities at the outlet has a total value of Tanzanian Shillings Forty Five Million Five Hundred Twenty Six Thousand Five Hundred Thirty Five and Thirty Nine Cents (TZS 45,526,535.38) only as per Appendix 1 which forms part of this MoU.

2.2 The MSD further acknowledges that the total value of office assets (furniture's, air condition, shelves, and generator) located in the Outlet is Tanzanian Eighteen Million Five Hundred Forty two Thousand Five Hundred Fifty Six and Seventy Cent (TZS 18,542,556.70) as per Appendix 2 which forms part of this MoU.

2.3 The MSD declared that the total value of health commodities and office furniture is Tanzanian Shillings Sixty Four Million Sixty Nine Thousand Ninety Two and Eight Cents Only (TZS 64,069,092.08) and willing to transfer to the Council.

2.4 That the total value of office assets (furniture's, air condition, shelves, and generator) located in the Outlet is Tanzanian Eighteen Million Five Hundred Forty two Thousand Five Hundred Fifty Six and Seventy Cent (TZS 18,542,556.70) is transferred to the Council free of charge.

2.4 The Council acknowledge what is stated in para 2.1, 2.2, 2.3 and 2.4 above and accept the transfer of healthy commodities on loan subject to agreed method of repayment under Article 3.

ARTICLE 3: PAYMENT METHOD FOR THE LOAN

3.1 The Council agrees to pay the MSD an installment of not less than TZS 4,500,000.00 each month from its internal sources starting from April 2025 to December 2025 for the repayment of the loan of TZS 45,526,535.38 to for health commodities.

3.2 The payment period shall be from April 2025 to December 2025.

ARTICLE 4: ROLES AND RESPONSIBILITIES OF MSD

4.1 Conduct proper handover of the Outlet together with health commodities and assets (office furniture) to the Council.

4.2 To provide a control number to the Council through which payments shall be affected and after receiving the payment issue an acknowledgment of payment.

ARTICLE 5: ROLES AND RESPONSIBILITIES OF THE COUNCIL

5.2 Accept the handover and sign all the required documentations.

5.2 Make payments as agreed on article 3.1 above and submit to the MSD proof of payment.

ARTICLE 6: CONFIDENTIALITY

All information accessed by either Party to this MoU shall be treated as confidential unless a Party gives written consent waiving the claim to the confidential nature of such information.

ARTICLE 7: AUDIT REQUIREMENTS

MSD and Council will meet the statutory government requirements to be audited and respond promptly to issues raised by auditors.

ARTICLE 8: CONFLICT OF INTEREST

If a conflict of interest arises or is likely to arise during the implementation of this MoU the respective Party shall make full disclosure of all relevant information relating to the conflict of interest

ARTICLE 9: APPLICABLE LAW AND DISPUTE SETTLEMENT

9.1 This MoU shall be governed by the Laws of Tanzania.

9.2 Any misunderstanding that may arise during the execution of this Memorandum of Understanding will be amicably settled by parties on the basis of mutual understanding and the principle of good faith through negotiation and consultation.

9.3 Where the Parties fail to reach an amicable settlement within 30 days the dispute shall be referred to the Attorney General for guidance and directives.

ARTICLE 10: MODIFICATION

No amendment or changes to this Memorandum of Understanding will be effective unless made in writing and signed by authorized representatives of the parties.

ARTICLE 11: DURATION, REVIEW OF THE MOU AND TERMINATION

11.1 The MoU will come into effect on the date of signature by an authorized representative of both Parties.

11.2 This MoU shall be valid for 10 months from 21st February, 2025 to 31st December, 2025 and may be renewed upon the consent of both Parties.

11.3 This MoU shall be terminated only when the Council has paid all the due instalments to cover the total loan and by giving three months' notice of termination to the MSD.


ARTICLE 12: MANAGEMENT AND ADMINISTRATION

The contact persons from each party for effective coordination:

	MSD	COUNCIL
Name	Rashid A. Omar	Sophia J. Kumbuli
Title	Tabora Zone Manager	Mpanda Municipal Director
Email	tabora@msd.go.tz	md@mpandamc.go.tz
Phone	0754 040 577	0759 280 319

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives have duly executed these presents in the manner and on the day and year hereinafter appearing:


For and on behalf of the Medical :
Stores Department

Signature: 
Name: RASHID A. OMAR
Title: ZONE MANAGER

medical stores department
ZONAL MANAGER
P. O. Box 137
Tabora, Tanzania


In the presence of:

Signature: 
Name: Julius Kiliani
Title: Zone Accountant

For and on behalf of the Mpanda
Municipal Council:

Signature: 
Name: SOPHIA J. KUMBULI
Title: MD
MUNICIPAL DIRECTOR
MPANDA MUNICIPAL COUNCIL
P. O. Box 21A-MPANDA

In the Presence of:

Signature: 
Name: Hamdani H. Sumari
Title: MAYOR MPANDA