0743434074

bellavitapharmacy@gmail.com

Bellavita Pharmacy,

S.L.P 926,

Msasani street old Bagamoyo road,

Dar es Salaam.

25th, November 2024.

Kwa MSAJILI,

Baraza la Famasi,

Off Mandela Road, TMDA Campus EPI Mabibo,

S.L.P 31818,

Dar Es Salaam.

PHARMACY COUNCIL RECEIVED 12 DEC 2024 P.O. Box 31818, DAR ES SALAAM

YAH: <u>TAARIFA YA KUREJESHA HUDUMA YA DUKA LA DAWA NA VIPODOZI.</u>

Ndugu, tafadhali rejea kichwa cha barua hapo juu,

Mimi mmiliki wa Bellavita pharmacy duka la dawa na vipodozi la jumla na rejareja lililopo Plot No 816 Block N Msasani street, old Bagamoyo Road, Dar es Salaam. Ninaomba kuwataarifu na kuitaarifu ofisi yako kuwa ninataka kurejesha huduma za duka langu la dawa baada ya kukamilisha maboresho yaliyokuwa yakifanyika, kama ilivoandikwa katika barua ya kutoa taarifa ya kusitisha huduma ya tarehe 17th October, 2024.

Ofisi yangu inatarajia kuwa na mfamasia (Superintendent) and pharm tech mwenye vitambulisho. Hivyo naiomba ofisi yako iwapokee na kuwatambua kama wafanyakazi wa duka langu la dawa.

Ni matumaini yangu kuwa ombi langu litapokelewa na kufanyiwa kazi ili huduma za duka langu la dawa lirejee kufanya kazi kama hapo awali.

Wako Mtiifu

P.O. Box 926 BELLAVITA PHARMACY DAR ES SALAAM

Nura Al Saidi

Managing Director.

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL

INSPECTION AFTER TEMP CLOSURE.

CHECKLIST FORM FOR NEW/EXISTING PREMISES

(FOR COMMUNITY PHARMACY, WHOLESALE AND STORAGE FACILITIES)

(Made under Regulation 4,5 &6 of the Pharmacy (Premises Registration) Regulations GN. No. 269, 2020

SECTION A: APPLICANT/OWNER'S INFORMATION

1. Name of Applicant/Owner: NURA AL-SAID Type of Ownership SOLE PROPRIETOR
2. Physical Address of the Applicant: MIKOCHENI A BONDE LA MPUNGA KWA MWINYI Geo Code:
3. Postal Address:
4. Contacts **(Phone)**: 0673750083 Email Address:
5. Proposed/Existing Business name BELLANTA PHARMACY
6. Type of Business: RETAIL

SECTION B: DETAILS OF THE PREMISES LOCATION

	Criteria	Name of premises/facility/area	Distance (Meters)
1.	Name and distance from a nearby Pharmacy and category	PREMIE CARE MIKOCHENI PHARMACY	500m
2.	Name and distance from nearby Medical laboratory	HAKUNA TAKRIBANI MITA	50m
3.	Name and distance from nearby public health facility	HAKUNA TAKRIBANI MITA	500m
4.	Name and distance from unsuitable or risky premises.	LAKE OIL MIKOCHENI	170m

SECTION C: PRESCRIBED STANDARDS FOR RETAIL/COMMUNITY PHARMACY

Size of the Building in Square meters (M^2) 1067m² (At least 30M^2 with four (4) compatments *i.e. Consultation room, Display area, Dispensing room & Store*)

a) Display area: Size (M^2) _____

Description of standard	Availability (YES/NO)	Comment
Smooth Shelves with sliding glasses	YES	
Ceiling Fan & Air Condition	YES	
Waiting chair(s) for customers	YES	
Presence of source of water and a hand- washing basin/sink	YES	
Installed Fire Extinguisher	YES	

b) Consultation room (Superintendent Office): (Available/Not available) _____ **Size (M2)** _____

Description of standard	Availability (YES/NO)	Comment
Ceiling Fan & Air Condition	YES	
Table and chairs in consultation/Record keeping room	YES	
Cupboard for files storage	YES	

c) Dispensing room: (Available/Not available) _____ **Size (M^2)** _____

Description of standard	Availability (YES/NO)	Comment
Ceiling Fan & Air Condition	YES	
Lockable shelves for Prescription drugs and controlled substances	YES	
Dispensing window with sliding glasses	YES	
Open shelves	YES	
Working room thermometer	YES	

b) **Display & Dispatch area for Wholesale Section: Available/Not available) _____ Size (M2) _____**

Description of standard	Availability (YES/NO)	Comment
Display cabinet with glasses		
Ceiling Fan & Air Condition		
Waiting chair(s) for customers		
Reception Desk		
Presence of source of water and a hand- washing basin/sink		
Working room thermometer		
Installed Fire Extinguisher		

c) **Dispensing room: (Available/Not available) _____Size (M2) _____**

Description of standard	Availability (YES/NO)	Comment
Fan & Air Condition		
Lockable shelves for Prescription drugs and controlled substances		
Presence of source of water and a hand washing basin/sink		
Dispensing window with sliding glasses		
Open shelves		
Working room thermometer		

d) **Consultation (Superintendent Office): /Record Keeping room: (Available/Not available) _____Size (M2)_____**

Description of standard	Availability (YES/NO)	Comment
Fan & Air Condition		
Table and chairs in consultation/Record keeping room		
Cupboard for files storage		

e) **Storage room: Size (M²) _____**

Description of standard	Availability (YES/NO)	Comment
Ceiling Fan & Air Condition		
Strong door toward storeroom		
Strong grilled window		
Open shelves/pallets		
Provision for a special cupboard for storage of controlled drugs		
Confined area for recalled and expired drugs		
Refrigerator		
Working room thermometer		

SECTION F: SECURITY OF PREMISES

Description of standard	Availability (YES/NO)	Comment
Provision of adequate barrier		
Presence of strong grilled windows		
Provision of main entrance double doors; Grilled door outside and glass door inside		
Presence of only one main entrance door		

SECTION G: RECORD BOOKS (TO BE PROVIDED DURING OPERATION).

Description of standard	Availability (YES/NO)	Comment
Ledger book or an appropriate inventory control system & Bin Cards	YES	
Prescription only Medicines Register & Dispensing register	YES	
Controlled drugs Ledger and /or Register	NO	
General dispensing register	YES	
Expired drugs Book (Unserviciable Goods Ledger)	YES	
Complaints Handling Book	YES	
Visitors Book	YES	
Inspection Reports Register	YES	
Written procedures for maintenance of cold chain products	YES	

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL

OBSERVATION FORM FOR NEW/EXISTING PREMISES
(FOR COMMUNITY PHARMACY, WHOLESALE AND STORAGE FACILITIES)

(Made under Regulation 4, 5 & 6 of the Pharmacy (Premises Registration) Regulations GN.269, 2020)

General observations

i. – Mmiliki ameridhika matengenezo.

ii. – Sengo imalizika vizuri kwa famasi ya kujaribia.

iii. – Sengo liko compound moja na Bellavita polyclinic na dialysis centre.

iv. – Sengo inajitegemea haina muingiliano na polyclinic na dialysis centre.

v.

(NB: Size of the building should not be less than 30m² for community pharmacy and not less than 60m² forwholesale pharmacy, distance from one community pharmacy to another should not be less than 150m)

Recommendations

i. – Amekidhi matashauri awaliyoshauriwa kwenye

ii. – Amekidhi vigezo vya famasi ya kujaribia, matashauri awaliyoshauri ni mambo ya kuendelea kufuata huduma.

iii.

iv.

Inspector's declaration

	Name	Designation	Signature	Date
(i)	TUMAINI MAKOLE	Mkaguzi		17/12/2024
(ii)	William Masawe	Mkaguzi		17-12-2024

Have inspected the above mentioned proposed site/premises/plan and to the best of our knowledge, we hereby admitthat the information we have given is **true** and **correct**. We understand that any given false information may lead the Registrar, Pharmacy Council to take disciplinary action against us.

Owners /Incharge Certification

I (Full Name of Owner) ADNAN A/ZUBI Certify that my proposed site/premises/plan has been pre-inspected by above named inspectors and I agree with the information provided.

Signature of Owner/ In charge **Date** 17-12-2024.

This form must be correctly filled in capital letters and sent to the Registrar, Pharmacy Council together with application form for consideration on registration ofa new premises. Any false information entered in here by inspector(s) may lead the Registrar, Pharmacy Council to take disciplinary action against the Inspector. Only Inspectors as recognized by the Pharmacy Act, 2011 shall fill in this form.

WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO

BARAZA LA FAMASI

FOMU YA KUKIRI KUTEKELEZA MAJUKUMU YA MWANATAALUMA WA DAWA KWENYE MAJENGO YA KUTOLEA HUDUMA YA DAWA
(kutoka katika Kifungu No. 44 (1) (a) cha Sheria ya Famasi)

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

☑ **MFAMASIA** ☐ **FUNDI DAWA SANIFU** ☐ **FUNDI DAWA MSAIDIZI** ☐ **PHARM. DISP**

1. Jina la mwanataaluma..ASIA HABIBU ABBAS.. PIN ..0102357.....
2. Namba ya simu...0768788259..... barua pepe ...asiaabbas42@gmail.com
3. Tarehe ya mwisho kuhuisha jina *(Retention)*...30/12/2023
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi? (http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php) ☑ NDIYO, Stakabadhi Na. ..... ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi....ASIA HABIBU ABBAS..... mwenye taaluma ya dawa ngazi ya ....SHAHADA..... nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo ..BELLAVITA PHARMACY..... FIN ..... lililopo katika Wilaya ya .....KINONDONI..... Mkoani .....DAR ES SALAAM.....

Sahihi .....[signature]..... Tarehe ..28/10/2025.....

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni **miongoni/ si miongoni** mwa wanataaluma waliopo katika halmashauri ninayosimamia

Muhuri KNY: DMO
Kny:MGANGA MKUU WA MANISPAA YA HALMASHAURI YA MANISPAA YA KINONDONI

Jina na Sahihi ..Oswin Sanga..... **Tarehe**..25/10/2024.....

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata)..FREDRICK WAKUTUMWA... Kata ya..MWANANYAMALA..

Nathibitisha kwamba Ndugu..ASIA HABIBU ABBAS.....anaishi langu mtaa/kijiji..BWAWANI.....,kuanzia mwaka..2024.....

Muhuri Mtendaji
HALMASHAURI YA MANISPAA YA KINONDONI
MTENDAJI WA MTAA
MTAA WA BWAWANI

Sahihi Afisamtendaji ..... **Tarehe** 25/10/2024

WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO

BARAZA LA FAMASI

FOMU YA KUKIRI KUTEKELEZA MAJUKUMU YA MWANATAALUMA WA DAWA KWENYE MAJENGO YA KUTOLEA HUDUMA YA DAWA
(kutoka katika Kifungu No. 44 (1) (a) cha Sheria ya Famasi)

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

☐ **MFAMASIA** ☑ **FUNDI DAWA SANIFU** ☐ **FUNDI DAWA MSAIDIZI** ☐ **PHARM. DISP**

1. Jina la mwanataaluma. BENSON K. FRANCE PIN 0405744
2. Namba ya simu. 0785007693 barua pepe bensonfranco@gmail.com
3. Tarehe ya mwisho kuhuisha jina *(Retention)* 28/12/2023
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi? (http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php) ☐ NDIYO, Stakabadhi Na. ..... ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi. Benson Kamugisha Franco. mwenye taaluma ya dawa ngazi ya Diploma nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo Bellanita Pharmacy FIN ..... lililopo katika Wilaya ya Kinondoni Mkoani Dar-es-salaam Sahihi BKamugisha Tarehe 20/12/2024

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni **miongoni/ si miongoni** mwa wanataaluma waliopo katika halmashauri ninayosimamia

Muhuri KNY: DMO

Jina na Sahihi Grace Maunkwe **Tarehe** 2/12/2024

For: MUNICIPAL MEDICAL OFFICER OF HEALTH
KINONDONI MUNICIPAL COUNCIL

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata). NEEMA REUBEN. Kata ya.....

Nathibitisha kwamba Ndugu. Benson K. Franco. anaishi

langu mtaa/kijiji. WAZO ,kuanzia mwaka. 2021

Sahihi Afisamtendaji .....

Tarehe 02/12/2024

Muhuri wa Mtendaji

HALMASHAURI YA MANISPAA YA KINONDONI
MTAA WA WAZO

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

NURA AL- SAIDY for BELLAVITA PHARMACY

(PROPRIETOR)

AND

ASIA HABIBU ABBAS

(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

PHARMACIST

This Agreement is made on this 12th day of December 2024

BETWEEN

Nura Al-Saidi **(Name) of P.O. BOX** 926 **Region** Dar-es-Salaam (hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business, of one part;

AND

Asia Habibu Abbas 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 here underhereunder;

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 Bellavita 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 12th day of November 2024 to 12th day of Nov 2025

3. **Commencement of Supervision**
The superintendent shall commence management and supervision of the above-named Pharmacy on the 12th day of December 2024

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 ..... 800,000/Tzs/= MONTHLY .... 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 treaty 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.

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 30day written notice

(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.

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.

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) If proprietor terminating, must pay superintendant all due fees to him/her. If superintendant terminating, must find a replacement person to superintend for the equal salary being paid with 1year contract prior to termination to be fully take place

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 17 day of 11 2024

SIGNED and DELIVERED at ...DSM..by the said ..NURA AL SAID..... who is known to me personally/identified to me by ....HALIMA.....ABBAS.....the latter being personally known to me this 13 day of .....11.....20.24.

PROPRIETOR

In the presence of:
Name: ...HUSSEIN SWEDI.....
Designation:.....ADVOCATE.....
Signature:.....
Address:.....11201, DAR-ES-SALAAM.....
Date:...13/11/2024.....

HUSSEIN SWEDI Advocate, Notary Public & Commissioner For Oaths P.O.Box 11201 DAR ES SALAAM

BELLAVITA PHARMACY P.O.Box 926 DAR ES SALAAM

Signed and delivered by the parties at this 13 day of 11 2024

SIGNED and DELIVERED at ...DSM...by the said ..ASIA H. ABBAS..... who is known to me personally/identified to me by ....HALIMA.....ABBAS.....the latter being personally known to me this 13 day of ..11.20.24

SUPERITENDENT

In the presence of:
Name: .....HUSSEIN SWEDI.....
Designation:.....ADVOCATE.....
Signature:.....
Address:.....11201, DAR-ES-SALAAM.....
Date:.....13/11/2024.....

HUSSEIN SWEDI Advocate, Notary Public & Commissioner For Oaths P.O.Box 11201 DAR ES SALAAM

BELLAVITA PHARMACY

CONTRACT OF EMPLOYMENT FORM

This Contract of Employment is entered today.25th November.....2024.....

Between

BELLAVITA DIALYSIS AND POLYCLINIC LTD.
T/A BELLAVITA PHARMACY

P. O Box 926

Dar es Salaam, Tanzania hereinafter referred to as "the employer"

AND

BENSON K. FRANCE.

Dar es Salaam, Tanzania hereinafter referred to as "employee").

1.0 Duration of contract

This contract is of 1 year (s) starting from 25th NOVE 2024 to 25th NOVEM 2025 With probation period of 90days. The purpose of the probationary period is to assess whether the employee has the capacity or compatibility required for the job. During the probationary period employer may terminate and release employee from job should the employee not fit the job responsibilities or violate company policies and procedures. Where the contract is terminated by employee must provide and written 1 month notice.

2.0 Place of Recruitment Tanzania, Dar-Es-Salaam

3.0 Position and Job Description

The Employee shall be employed as PHARMACY TECHNITION with the following duties and responsibilities:

1. RESPONSIBILITIES AND ACCOUNTABILITIES

• Plan and execute the order and storage of Drugs, medical supplies, and equipment in the pharmacy/store as per good storage practices and laid down SOPs. Assist in the proper maintenance of medical equipment used by BellaVitas physicians and nurses, and replenishing their medical supplies as needed with authorization, documentation, and payment prior to issuing any materials.

BELLAVITA PHARMACY

Perform monthly stock taking and accurate counting every 20th of the month or as set by company. Employees understand that they are all responsible for the stock and any missing items they will be finally liable in salary deductions monthly. Ensuring all daily cash up is submitted to the office every shift, give full report to on coming shift, and count all change to ensure proper counts are being handed over.

2. Ensure proper storage of Medications, Vaccines, and equipment in the Fridges, Cold Room, proper shelves and storage area per laid down Standard Procedures. Ensure proper arrangement of all medication by following first in first out arrangement to prevent loss and expiry of stock. Staff will be financially responsible for loss due to negligence.

3. Stock control and Inventory management systems by maintaining hard copy records in the form of Stock movement sheets or bin cards, and a prescription file, and posting all transactions into the Pharmacy's System being used. Completing daily reports below:

   a. Daily cash up submission (google excel sheet)
   b. Soon to expire items (google excel sheet)
   c. Expired Items tracking (google excel sheet)
   d. Weekly Medication Orders documentation (google excel sheet)

4. Dispense prescriptions and provide information and advice concerning side effects, dosage, and proper storage of drugs to migrants and staff. All hard copy prescription documentation must be maintained on file. Communication in writing/form to ensure no medication is out of stock.

5. Prepare Orders for drugs, vaccines and medical supplies and equipment using company set Standard and procedures. Purchase Requisition forms preparation

6. Prepare the required paperwork and documents for purchases and import into Tanzania for vaccines, drugs and medical supplies.

7. Coordinate with local/national health authorities, physicians, pharmaceutical companies, hospitals and laboratories as needed, for staff training, etc to ensure medication and reagents do not expire. Staff is to collaborate with local pharmacies and medical facilities to moved our soon to expire medications. All communications must be documented.

8. Maintaining and cleanliness of the entire pharmacy

9. Use of personal cell phones or other electronic devices are strictly prohibited in order to maintain confidentiality of staff, patients, and company information.

10. Personal visitors such as family or friends are not allowed on the compound while of duty

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11. Staff may not leave the pharmacy unattended during any time of this working period, staff may not leave any other staff member outside the pharmacy to keep a watch on the pharmacy while stepping away from the pharmacy. Should staff need to step away, they must inform immediate supervisor or person in charge prior to leaving.

12. Staff must arrive promptly 10 to 15 minutes prior to schedules shift to ensure full report is provided. All late arrivals must be communicated immediately to person in charge and documented. Continuous violations will be subject to disciplinary action.

13. Staff may not take or borrow items from the company stock, all purchases and transactions must be entered in the system and be paid fully at time of service.

14. Staff may not use pharmacy change of hand for personal use at any time

15. Staff must maintain credentials up to date and submit all renewed credentials in timely manner. Staff may not work without active credentials and salaries will not be paid for that time.

16. Staff must document every sale transaction using the set company system. Should system be out, staff must communicate with the owner and write everything down. All sold medications must be counted between the seller and the next shift reliever. All staff will be held financially accountable for any missing stock conducted from stock taking monthly. Stock taking should be initiated from the 25th of every month and must be completed within 24hrs. During stock taking all operations will stop and no sales will take place. Staff will start stock taking from 8am until stock taking is completed.

17. Perform such other related duties that may be assigned from to time.

4.0 Remuneration

The salary period is 1st of every month. In case of unforeseen situations resulting in late salaries, employees will be notified immediately.

Total salary amount: 400,000/= monthly

All employee's salary are before required deduction.

5.0 Other

5.1 The employee may be provided additional allowance, bonuses, and or any additional payments based on work and company performances which are at employers discretion.

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5.2 The employee agrees to the following:
5.3 Hours of work: The ordinary daily working period shall be 6days a week with one day off. Shift may vary between day and night based on the companies need. Employee understands there will be a flexibility in work days, times and schedule based of staffing and operational needs. Set above schedule may not be consistent. Employee understand the attendance and deduction of salary due to late attendance that time arrival will result in salary deduction. Employee understand that absenteeism of scheduled work days will result in non-payment of those specific days.

5.4 Overtime may be worked when agreed. All overtime must be approved and documented by employees' supervisor/superintendent. Overtime will be compensated with a day off and not an additional salary. Unauthorized and overtime not authorized or approved will not be paid.

5.5 Public Holidays

The employee shall be entitled to basic agreed pay for each paid public holiday should the employee work of that day. Where the employee works on a public holiday, the employee shall be paid the basic agreed pay on that day.

5.6 Leave: must be requested in writing 2 weeks prior to departure and go through approval process

5.7 Annual Leave: The employee is entitled to 28 days paid leave during 12 months of employment which may be used at the employee's discretion. The employee shall request time for leave in writing no less

than 1 month prior to taking the leave. All time off requests must be approved in writing prior to departure.

The employee shall notify the employer immediately in the event they must be absent from work through illness. Employee understands non-attendance will not be paid and if without communication is ground for automatic discharge from employment.

5.8 Employee's obligation

1.The Employee shall meet all the requirements set out by guideline or policy of BELLAVITA PHARMACY, pharmacy counsel and other regulating boards.

2.The Employee is obligated to fulfil all duties assigned with due care and prudence.

3.The Employee is not permitted to accept additional employment with a third party or to engage in any other activities which might directly or indirectly conflict with BELLAVITA PHARMACY

4.The Employee will treat all
information confidentially.

5.The Employee will not accept any commissions, gifts, bribes or other types of benefits in connection with his/her employment by BELLAVITA PHARMACY

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6. The employee shall take care of BELLAVITA PHARMACY properties. Any intentional damage to property staff will be held financially accountable

7. The Employee will handle all property with care and maintain them in good condition.

10. Termination of Employment

This contract may be terminated by employer anytime and without written notice should the employer decide to terminate contract based on employee's performance and misconduct.

Employee will provide 2months written notice in case of wanting to terminated the contract. Employees who do not give 2months notice will have last salary pay withheld and will be liable to pay employer additional 2months salary in order to facilitate a new hire, training, etc.

11. GENERAL PROVISIONS

Applicable Law: This Employment Contract shall be governed by and construed in accordance with the Employment and Labor Relation Act. No. 4 of 2006. The employee hereby certifies that the contract has been read and understood and the employee hereby agrees to the terms of this employment contract.

The employee shall defend, indemnify and hold the Company and, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates indicated below executed at Dar Es Salaam in the United Republic of Tanzania.

For the EMPLOYEE	*For the Mnaging Directors*	*For the ADVOCATE*
Name: BENSON K. FEMPLE	Name: Nura Al Saudi	Name:
Position: PHARM TECHNICIAN	Position: Director	Signature:
Date: 25th NOVEMBER 2025	Date: 25/11/2025	Date:
Signature:	Signature:	

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