## 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)

(kutoka katika Kilungu No. 41 (17)
SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA  MFAMASIA   FUNDI DAWA SANIFU   FUNDI DAWA MSAIDIZI   PHARM. DISP  1. Jina la mwanataaluma.   ASIA HABIBU   ABBAS. PIN .0102.35.7
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# 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)

No. 44 (1) (a) cha Sheria ya Famasi)
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1. Jina la mwanataaluma. BENON K. FRANCE PIN 0405744
2. Namba ya simu 0788007693 barua pepe benon frano agmil com
3. Tarehe ya mwisho kuhuisha jina (Retention) 28/12/2023
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For: MUNICIPAL MEDICAL COUNCIL KINONDONI MUNICIPAL COUNCIL
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Sahihi Afisamtendaji 0811212024 * S
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## CONTRACT OF EMPLOYMENT FORM

This Contract of Employment is entered today. 35 November 2024

Between

BELLAVITA DIALYSIS AND POLYCLINIC LTD. T/A BELLAVITA PHARMACY

P. O Box 926

Dar es Salaam, Tanzania hereinaster reserred to as "the employer"

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 25 NWE 2024, to 25 Novem 2025 With probation period of 90 days. 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
- Position and Job Description 3.0

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

- 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.

Plot No. 816 Block No. N Mikocheni, Dar es Salaam, Tanzania, 11000 EMAIL: bellavitadap@gmail.com PHONE NUMBER: 0782 661 315 / 0684 469 981

www.bellavitadap.co.tz



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.
- Stock control and Inventory management systems by maintaining hard copy records in the 3. 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:
  - Daily cash up submission (google excel sheet) a.
  - Soon to expire items (google excel sheet) b.
  - Expired Items tracking (google excel sheet) C.
  - Weekly Medication Orders documentation (google excel sheet) d.
- 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 4. must be maintained on file. Communication in writing/form to ensure no medication is out of stock.
- Prepare Orders for drugs, vaccines and medical supplies and equipment using company set Standard and procedures. Purchase Requisition forms preparation 5.
- Prepare the required paperwork and documents for purchases and import into Tanzania for 6. vaccines, drugs and medical supplies.
- Coordinate with local/national health authorities, physicians, pharmaceutical companies, hospitals and laboratories as needed, for staff training, etc to ensure medication and reagents 7. 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.
- Maintaining and cleanliness of the entire pharmacy 8.
- Use of personal cell phones or other electronic devices are strictly prohibited in order to maintain confidentiality of staff, patients, and company information. 9.
- Personal visitors such as family or friends are not allowed on the compound while of duty 10.

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- 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.
- 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.
- 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 picks there will be a flexibility in work between day and night based on the companies need. Employee understands there will be a flexibility in work days, times and schedule because on the companies need. Employee understands there will be consistent. Employee times and schedule based on the companies need. Employee understands there will be a nexionity in times and schedule based of staffing and operational needs. Set above schedule may not be consistent. Employee understand the control will be a nexional needs. understand the attendance and deduction of salary due to late attendance that time arrival will result in salary due to late attendance work days will result in salary deduction. Employee understand that absenteeism of scheduled work days will result in 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 I 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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property Maff will be beld to take care of DELLAVITA PHARMACY properties. Any intentional damage to

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 Manging Directors	For the ADVOCATE
NAME BENIN K FRANCE	Numa AlSaudi	Name:
POLEON PHINEM TECHNICAN	Andrew Dredor	some of the free of
Date 25 November 2025	Klatera	Child in some
Planenit		

Dar es Salsam, Tanzania, 11000

(MAL: bellevitadan Pemail.com PHONE NUMBER: 0782 861 315 / 0684 469 961 www.bellavitadap.co.tz

## AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

#### BETWEEN

NURA AL- SAIDY for BELLAVITA PHARMACY
(PROPRIETOR)

AND

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ASIA HABIBU ABBAS
(SUPERINTENDENT)

## AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

This Agreement :-
This Agreement is made on this 12th day of December 2024
Nura Al- Caidi  Chamber of the Pow Cod
Name) of P.O. BOX 926 Region  (Name) of P.O. BOX 926 Region  includes his assignees, agents or his legal representative of his business, of one part;
AND
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 Be lavita Pharmacy.
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 Agreeme	ent shall be effective for a period	of twel	ve (12)	months, c	ommen	cing from	the
12th	day of Nevember 2024	to_	12th	_day of_	BOA	2025	

3. Commencement of Supervision

The superintendent	shall com	mence m	anagement and	supervision	of the above-named
Pharmacy on the	12th	_day of _	December_2	20 <u>24</u>	

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 1<sup>st</sup>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 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.

	4.2.1	Shall obtain from the Council and other appropriate authorities collect the requisite conditions as contained in any written law that regulate and account the standards and pharmacist.
		licenses, permits and authorization and keep the pharmacy within the standards and pharmacist.  Conditions as contained in any written law that regulate and control the business of a
		conditions as contained in any written law that regulate and control the business of a Shall ensure plant.
		pharmacies contained in any within at
		written law that regulate and control the business
	4.2.2	Shall and
		days of all physical supervision of a
		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.
		properties are maintained in high level at all times.
	4.2,4	
	4.2.5	Shall manage and undertake all technical and professional matters in the pharmacy.  Shall supervise and control all pharmacounties.
		ensure day-to-day functions of the pharmacy abide to the law.
	4.2.6	Shall Gaille
	-1.0	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.
		The state of the second
	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.
		Cale a management of the control of
A	.2.12	Must ensure whoever is on duty shall appear on a white coat and name tag on it.
7	.4.14	INTERNAL MINORAL IS OUT ONLY SHALL APPOINT OUT & WILLIAM COOK AND HALLIC ME OUT IL.

- 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:
  - 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.

- The Agreement may be terminated by notice: By either party by giving a one (1) month' written notice to the other party of the intention to terminate the Agreement;
  - If proprietor terminating, must pay superintendant all due fees to him/her. If superintendant terminating, must find a replacement person to superintend (ii) for the equal salary being paid with 1 year contract prior to termination to be

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

#### 6. Dispute Settlement

- In the event of dispute in connection with this agreement both parties will make every 6.1 effort to resolve the matter amicably.
- If amicable settlement becomes impossible, then, an aggrieved party may seek legal 6.2 remedy.
- 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). 6.3

### 7. Applicable Law and Jurisdiction

- 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.
- 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 7.3 further redress.
- 7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief

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

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 thisday of	11	20 24
SIGNED and DELIVERED at	7	An.
to me personally/identified to me by	-	PROPRIETOR
personally known to me this. 13 day of		BELLAVIZA
In the presence of:  Name: Halfeld Sweet House Property Parket Signature:  Address: 11201 DAR - Electrophysical Property Parket Signed and delivered by the parties at this 13 day of Signed and DELIVERED at DIM by the said ASIA H: ABBAC who is known to me personally/identified to me by the latter being the latter being	11	20 ZA  SUPERITENDENT
personally known to me this 12 day of 11 20.24	_	
WIND A		
In the presence of:  Name: HULLEIN SWE  Designation: ADVO (ATERIOR  Signature: 1120 DAR-E. TOMES  Address: 11120 DAR-E. TOMES  111112024		
Date:13.1111.02		

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.



## YAH: TAARIFA YA KUREJESHA HUDUMA YA DUKA LA DAWA NA VIPODOZI.

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

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

Wako Mtii

Managing Director.