

Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadi ya Malipo ya Serikali

Receipt No

: 924122247243989

Received from

: KAM DSM PHARMACY

(Rofa & Co. Pharmacy)

Amount

: 200,000.00

Amount in Words

: Two Hundred Thousand TZS And Zero Cent(s) Only

Outstanding Balance

: 0.00

In respect of

Item Description(s)

Item Amount

: 142202540104 - Application for

change of name/ ownership - 0

200,000.00

Total Billed Amount :

200,000.00 (TZS)

Bill Reference

: 16209116241947089437

Payment Control Number : 991620243920

Payment Date

: 2024-05-01 09:40:23

Issued by

: Zena Mango

Date Issued

: 2024-05-10 14:29:16

Signature

[Signature]

Government Payment Gateway © 2017 All Rights Reserved (GePG)

PHARMACY COUNCIL

209200
Medicare

PCF.14

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 ☐
2. BUSINESS NAME ☒
3. BUSINESS OWNERSHIP ☒

SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: KAM BETA PHARMACY

FIN. 07D1010863

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

PHYSICAL ADDRESS:

Plot No. Street: JEGERA KIBABONI Ward: JEGERA WAZO

District/Municipal: KINONDONI Region: DAR-ES-SALAAM

POSTAL ADDRESS: 65158 Contact No. 0714011045

E-mail:

OWNERSHIP:

Directors (Names): 1. KEVIN RWEZAUJI

2. Qualification:

3. Qualification:

SUPERINTENDANT INFORMATION:

Full Name: PENDO MUGANYIRI

Residential Address: PWANI

Te: 0689599593

Email: plmuganyiri@gmail.com

PIN: 0101546

Contract commencement date: 01/04/2023

Cessation date: 01/04/2024

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: CARECEST PHARMACY

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

PHYSICAL ADDRESS:

Plot No. Street: JEGERA KIBABONI Ward: JEGERA WAZO

District/Municipal: KINONDONI Region: DAR-ES-SALAAM

POSTAL ADDRESS: P.O. BOX 19876 CONTACT No. 0768411394

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

PCF.14

Directors (Names):

1. GODLISSEN, E. GABRIEL

2. LOVENESS W. KISONBO

3. Qualification:

Qualification: PHARMACEUTICAL TECHNICIAN

Qualification: LAB TECHNOLOGIST

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: JOHANNES JOSEPH NDIRAKA

PIN: 0102825

Residential Address: TETA

Contract commencement date: 02/04/2024

Cessation date 02/04/2025

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. The premise (pharmacy) was sold to us

2. The previous superintendent lives in another region and thus we need to have another superintendent.

SECTION D: APPLICANT INFORMATION

Name of Applicant: LOVENESS KISONBO

(Contact/email if different from the above)

Address: TETA

Tel: 076841394

E-mail: snevelhitz@gmail.com

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:

02-04-2024

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)

MKATABA WA MAUZIANO YA PHARMACY

Mimi KEVIN RUFATWA nikiwa na akili zangu timamu bila kushawishiwa na mtu yeyote nimeunza ndugu GODLISTER GADIEL frame yangu ya duka la Dawa (Pharmacy) iliyopo Tegeta kwa Makubaliano ya Tshs. 19,000,000/=

Makubaliano haya yamefanyika mbele ya mashahidi watuatao:

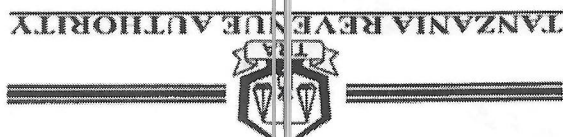
Jina la mwenye Frame KEVIN RUFATWA AJUMWA
 Sahihi [Signature] Tarehe 30/10/2023
 Jina la shahidi wa mwenye frame Avius Dbus
 Sahihi [Signature] Tarehe 30/10/2023

Jina la Mnuuzi GODLISTER E. GADIEL
 Sahihi [Signature] Tarehe 30-10-2023
 Jina la shahidi wa Mnuuzi LORENES W. KISOMBO
 Sahihi [Signature] Tarehe 30-10-2023

MBELE YANGU:

JINA : EMILY LAUS CHRISTANT
 CHEO: Wakati
 WADHIFA: Mwamachori
 SAHIHI: [Signature]
 TAREHE: 30/10/2023





ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

(Issued Under Regulation 103 of Tax Administration (General) Regulations, 2016)

Tax Certificate Number:

581-0166-4870

Issuing Office: Tegel

Telephone:

Date of issue: 08 May 2023

Expiry Date: 31 December 2023

Taxpayer Name	KELVIN RWEZAUU NJUNWA
Trading Name	ROIDA & Co. Pharmacy
Taxpayer Identification Number	127-294-615
Company Registration Number	
Vat Registration Number	

Business Premises located at:
 REGION : DAR ES SALAAM,
 DISTRICT : KINONDONI,
 STREET : Tegel

This is to certify that the above registered Taxpayer has complied with tax laws and has been granted Tax Clearance Certificate with respect to the following business(es):

1	Activity for Non Business Purposes
2	Retail sale of pharmaceuticals in pharmacy

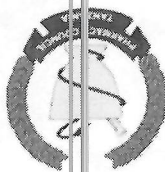
Disclaimer :

1. This certificate is issued free of charge
2. This certificate should be tendered in its original form and it is valid only if it is embossed with QR Code
3. This Tax Clearance Certificate shall not preclude the Commission General from demanding and recovering taxes established after issuance of this Certificate.

HERBERT M.T. KAYEMELA
 COMMISSIONER FOR DOMESTIC REVENUE
 08 May 2023



PHARMACY COUNCIL



PREMISES REGISTRATION CERTIFICATE

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

FIN: 0701010863

This is to certify that the premises owned by M/S KAM DSM Pharmacy - Tegeta Branch of P.O. Box 65158, Dar es Salaam located at Tegeta Kibabuni Kinondani Municipality/ District in Dar es Salaam region have been registered for Retail Pharmacy for Selling Pharmaceutical Products with Facility Identification Number (FIN) 0701010863.

Issued on: April 2015

DATE:

05 April 2015

SIGNATURE OF REGISTRAR
AND STAMP

[Signature]

CONDITIONS

1. The premises and the manner in which the business is conducted must conform to requirements of the Pharmacy Act Cap. 311 or any other written law relating to the premises registration at all times, failure of which will cause this certificate to be suspended, revoked or cancelled.
2. The Council reserves the right to suspend, revoke or cancel any certificate or permit issued under the Act.
3. Any change in the ownership, business name 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. This certificate shall be displayed conspicuously in the registered premises.

Extract date and time: 08/11/2023 14:55:02
Registration date and time: 08/11/2023 14:55:00

The Business Names (Registration) Act (Cap 213)

Extract from Register

CARECREST PHARMACY

557911

Region Dar Es Salaam, District Kinondoni, Ward Kunduchi, Postal
code 14122, Kibo Street Nearby Kibo Bus Stand Tegeta, Kinondoni -
Dar Es Salaam.

Email snevelatz@gmail.com, Phone 0758248415, P.O.Box 123

8610 - Hospital activities

8690 - Other human health activities

4772 - Retail sale of pharmaceutical and medical goods, cosmetic and
toilet articles in specialized stores

GODLISTEN ELIREHEMA GADIELI
LOVENESS WILSON KISOMBO

GODLISTEN ELIREHEMA GADIELI
LOVENESS WILSON KISOMBO

GODLISTEN ELIREHEMA GADIELI
LOVENESS WILSON KISOMBO

1. Name of Business:

2. Registration number:

3. Principle Place of
Business:

4. Contacts:

5. Business activity:

6. Proprietor/Partners:

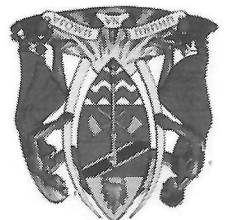
7. Authorized to Operate
Bank Account etc:



Information printed from the Register of Business Names is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA (ors.brela.go.tz) for an up-to-date information regarding given Business Name.

Deputy Registrar Business Names

TANZANIA



AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

LOVENESS W. KISOMBO

(PROPRIETOR)

AND

JOANESS JOSHUA NTIMBA

(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST This Agreement is made on this 2nd day of April 20 24

BETWEEN

LOVENESS KISOMBO (Name) of P.O. BOX 19876 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

a registered pharmacist in charge JOANESS JOSHUA MIMBA 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 to 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 CARECEST 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.

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

2. **Duration of Agreement**
This Agreement shall be effective for a period of twelve (12) months, commencing from the 2nd day of April 2024 to 2nd day April 2025.

3. **Commencement of Supervision**
The superintendent shall commence management and supervision of the above named Pharmacy on the 2nd day of April 20 25~~24~~.

4.1 The Proprietor:

700000/-

THE PROPRIETOR shall pay monthly allowance/emoluments of TZS to the SUPERINTENDENT upon discharging his duties and functions as per this Agreement.

(b) Where the Proprietor fails to pay a monthly allowance to the Superintendent for ten (10) days without any justifiable cause, the delay.

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 of 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 2nd day of April 2024

SIGNED and DELIVERED at TEATE by the said

who is known

to me personally identified to me by

the latter being

personally known to me this 2nd day of April 2024

In the presence of:

Name: EMILY LAUS CHRISTIAN

Designation: Advocate Notary Public and Commissioner for Oaths

Signature: [Signature]

Address: P.O. Box 11288 DSM

Date: 2nd April 2024

Signed and delivered by the parties at this 2nd

SIGNED and DELIVERED at TEATE by the said

who is known

to me personally identified to me by

the latter being

personally known to me this 2nd day of April 2024

In the presence of:

Name: EMILY LAUS CHRISTIAN

Designation: Advocate Notary Public and Commissioner for Oaths

Signature: [Signature]

Address: P.O. Box 11288 DSM

Date: 2nd April 2024



ST PERITENDENT

[Signature]

day of April 2024

PROPRIETOR

[Signature]

day of April 2024



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: JOHNS JOSHUA NIMBA PIN 0102925

2. Namba ya simu: 0958112016 barua pepe: johns.joshua56@gmail.com

3. Tarehe ya mwisho kuhushia jina (Retention): 31/12/2024

4. Je, umehushia taarifa zako kwenye mtumo 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: JOHNS JOSHUA NIMBA mwenye

taaluma ya dawa ngazi ya SHARADA nakiri kwamba nitafanya

kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo

WILAYA YA KINENGE, Mkoani DAR ES SALAMU

Sahih:  Tarehe: 03/05/2024

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma alikuwa ni miongoni/ si miongoni mwa

wanataaluma waliopo katika halmashauri inayosimamia Halmashauri ya Mafimasia ya Kinenge

Jina na Sahih:  Tarehe: 03/05/2024

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na: Alisha Mtendaji

Jina la mtendaji (Kata): S. NIONDA

Nadhibitisha kwamba Ndugu JAMES A. NIMBA

langu miaa/kijiji: WATO, kuanzia mwaka 2021

Sahih! Alisha Mtendaji



PHARMACY COUNCIL



PREMISES REGISTRATION CERTIFICATE

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

FIN: 0701010863

This is to certify that the premises owned by M/S KAM DSM Pharmacy - Tegeta Branch of P.O.Box 65158, Dar es Salaam, located at Tegeta Kibaozi, Kinondoni Municipality/ District in Dar es Salaam region have been registered for Retail Pharmacy for Selling Pharmaceutical Products with Facility Identification Number (FIN) 0701010863.

Issued on: April, 2015.

DATE:

05th April 2018

SIGNATURE OF REGISTRAR

AND STAMP

[Handwritten Signature]

CONDITIONS

1. The premises and the manner in which the business is to be conducted must conform to requirements of the Pharmacy Act Cap. 311 or any other written law related to the premises registration at all times, failure of which will cause this certificate be suspended, revoked or cancelled
2. The Council reserves the right to suspend, revoke or cancel any certificate or permit issued under the Act
3. Any Change in the ownership, business name 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. This certificate shall be displayed conspicuously in the registered premises

Muganyizi