Dear Mr. Kumar:

**India: ICDS Systems Strengthening and Nutrition Improvement Project**

**Credit Number 5150-IN**

**Amendment to the Amended and Restated Financing Agreement**

We refer to the Amended and Restated Financing Agreement dated September 29, 2015 between India ("Recipient") and the International Development Association ("Association") ("Agreement") for the financing of the ICDS Systems Strengthening and Nutrition Improvement Project ("Project").

We also refer to the letter dated January 30, 2017 from the Department of Economic Affairs to the Association requesting a restructuring of the Project. We are pleased to inform you that after due consideration, the Association has agreed with your request and hereby proposes to amend the Agreement as follows:

(A) The table in Section IV.A.2 of Schedule 2 is amended to read as follows (**emphasis added**):

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants' services, training and operating costs for Parts A, B and C of the Project</td>
<td>3,021,008</td>
<td>70%</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants' services, training and operating costs for Part D of the Project</td>
<td>1,662,983</td>
<td>70%</td>
</tr>
<tr>
<td>(3) Goods, non-consulting services, consultants' services, training and Operating Costs for the Project</td>
<td>0</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>(4) Eligible Expenditure Program (&quot;EEP&quot;) under the Project</td>
<td>61,616,009</td>
<td>70%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>66,300,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
(B) Section IV.B.3 of Schedule 2 is amended to read as follows (emphasis added):

"3. Notwithstanding the provisions of Part B.1(b) of this Section, if the Association shall determine, based on the evidence furnished by the Recipient under Part B.1 of this Section, that any DLI Target has not been fully achieved by its DLI Target Achievement Date and/or the DLI Value of such DLI Target has not been fully withdrawn, the Association may in its sole discretion, by notice to the Recipient:

(a) authorize the withdrawal of such lesser amount of the respective Credit amounts then allocated to said DLI Target, which in the opinion of the Bank, corresponds to the extent of achievement of said DLI Target;

(b) withhold in whole or in part the proceeds of the Financing allocated to said DLI Target;

(c) reallocate in whole or in part any withheld amount of the proceeds of the Financing allocated to said DLI Target to any other DLI Target(s); and/or

(d) cancel in whole or in part any withheld amount of the proceeds of the Financing allocated to said DLI Target."

(C) The rows for "DLI 3" and "DLI Value for DLI 3" in the table in Schedule 4 are amended to read as follows (emphasis added):

<table>
<thead>
<tr>
<th>DLI 3: Communication for social and behavior change</th>
<th>DLI Target:</th>
<th>DLI Target: Content for TV and radio spots for mass media campaign finalized and approved by MWCD in accordance with the Communications Plan</th>
<th>DLI Target:</th>
<th>DLI Target: Deployment of approved Mass Media Campaign in accordance with the Media Deployment Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>DLI Value for DLI 3</td>
<td>0</td>
<td>(i) SDR 176,400 for each of the first three Participating States that achieves the DLI Target, up to a maximum total DLI Value of SDR 529,200; and (ii) SDR 1,525,300 for each Participating State that achieves the DLI Target, up to a maximum total DLI Value of SDR 12,202,400</td>
<td>SDR 705,300</td>
<td>(i) SDR 176,400 for each of the first three Participating States that achieves the DLI Target, up to a maximum total DLI Value of SDR 529,200; and (ii) SDR 1,525,300 for each Participating State that achieves the DLI Target, up to a maximum total DLI Value of SDR 12,202,400</td>
</tr>
</tbody>
</table>
The following words to be inserted below the table in Schedule 4 (emphasis added):

No DLI Target is time-bound. The Fiscal Years in which they are expected to be achieved as per this Schedule are strictly for indicative purposes. The DLI Targets can accordingly be met up and until the Closing Date.

Except as specifically amended in this amendment letter, all other terms and conditions of the Agreement shall remain in full force and effect.

Please confirm your agreement to the foregoing on behalf of the Recipient by countersigning and dating the form of confirmation set forth below, and returning one fully countersigned original of this amendment letter to us and retaining one original for your records.

Upon receipt by the Association of the countersigned original of this amendment letter, this amendment letter shall become effective as of the date of the countersignature of this amendment letter.

Yours sincerely,

[Signature]

Junaid Kamal Ahmad
Country Director, India

AGREED:
INDIA

[Signature]

18/04/2017

By: __________________________

Name: RAJ KUMAR

Title: JOINT SECRETARY, M1 (DEA)

Date: __________________________
cc:  Mr. Subhash Chandra Garg, Executive Director (India), World Bank
Mr. Neeraj Mittal, Senior Advisor to Executive Director (India), World Bank
Mr. Saurabh Vijay, Advisor to Executive Director (India), World Bank

✓ Mr. Bhaskar Dasgupta, Director (MI), DEA, Ministry of Finance, GoI
Mr. Jasvinder Sing, Joint Controller of Aid Accounts and Audit, DEA, Ministry of Finance, GoI

Ms. Leena Nair, Secretary, Ministry of Women and Child Development, GoI
Dr. Rajesh Kumar, Joint Secretary, Ministry of Women and Child Development, GoI
Dr. Dinesh Kumar Saxena, Project Director, ISSNIP, Ministry of Women and Child Development, GoI
Sub: ICDS Systems Strengthening and Nutrition Improvement Project (Cr. No. 5150-IN) – Amendment to the Amended and Restated Financing Agreement.

Sir,

I am directed to enclose one copy (in original) of the World Bank’s letter dated 31st March, 2017 regarding Amendment to the Amended and Restated Financing Agreement for the ICDS Systems Strengthening and Nutrition Improvement Project (Cr. No. 5150-IN), duly signed by Joint Secretary (MI), Department of Economic Affairs, Ministry of Finance, Gol.

Yours faithfully,

(Encl. As above)

(Encl. One signed copy of WB's letter dt. 31.03.2017 (in original)

Copy to:

(i) Dr. Rajesh Krmar, Joint Secretary, Ministry of Women & Child Development, Shastri Bhawan, Lucknow – 226 001


(Encl. Photocopy of WB's letter dt. 31.03.2017

Under Secretary to the Government of India