H. E. El Moctar Ould Djay  
Minister of Economy and Finance  
Ministry of Economy and Finance  
Nouakchott  
Islamic Republic of Mauritania  

Excellency:

Reference: Islamic Republic of Mauritania – Social Safety Net System Project  
Grant No. D0540-MR and MDTF ASPS Grant No. TF019374  
Amendment to the Financing Agreement and the Grant Agreement

Excellency:

We refer to: (a) the Financing Agreement between the Islamic Republic of Mauritania ("Recipient") and the International Development Association ("Association"), dated September 7, 2017, as amended and restated on October 27, 2017 (Financing Agreement for Grant D0540-MR); and (b) the Grant Agreement of the same date between the Recipient and the International Bank for Reconstruction and Development ("World Bank"), as amended and restated on October 27, 2017 (Grant Agreement for TF019374); all for the abovementioned Project (each the "Agreement" collectively, the "Agreements"). Please note that the capitalized terms used in this letter ("Amendment Letter") and not defined herein have the meanings ascribed to them in the Agreements.

For the purposes of this Amendment Letter, the “Association” and the “World Bank” are collectively referred to the “Association”.

Pursuant to your letter dated March 2, 2018, requesting some specific modifications to the Agreements, we are pleased to inform you that the Association concurs with your request and proposes to amend the Agreements in respect of the provisions below:

I. Accordingly, the Financing Agreement for Grant D0540-MR is hereby amended as follows:

A. The objective of the Project under Schedule 1 is hereby amended to read as follows:

"The objectives of the Project are to support the establishment of key building blocks of the national social safety net system and to improve access to targeted cash transfers for poor and vulnerable households."
B. **Paragraph 2. (c) of section I.A of Schedule 2 is amended to read as follows:**

“(c) The CP-SNPS shall include representatives from, *inter alia*, MASEF, the Ministry of Economy and Finance (MEF); the Health Ministry (*Ministère de la Santé, MS*); the Ministry of Education and Technical and Vocational Training (*Ministère de l’Éducation Nationale et de la Formation Professionnelle*); the Ministry of Civil Service, Labor, Employment and the Modernization of Public Administration (*Ministère de la Fonction Publique, du Travail, de l’Emploi et de la Modernisation de l'Administration*), Food Security Office (*Commissariat à la Sécurité Alimentaire, CSA*); the *Agence Tadamoun*; civil society; and the Technical and Financial Partners, or any successor of said ministries and entities.

C. **Section III. A of Schedule 2 is hereby amended to read as follows:**

“A. **General**

1. **Procurement Regulations**

   All goods, non-consulting services and consulting services required for the Project, to be financed out of the proceeds of the Financing, and for which the procurement process starts on or after the date of the countersignature of this Amendment Letter, shall be procured in accordance with the requirements set forth or referred to in the “World Bank Procurement Regulations for IPF Borrowers” dated July 2016, revised November 2017 and August 2018 (“Procurement Regulations”), and the provisions of the Recipient’s procurement plan for the Project (“Procurement Plan”) dated March 16, 2017, provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

2. **Procurement Guidelines and Consultant Guidelines**

   (a) **Goods and Non-Consulting Services.** All goods and non-consulting services required for the Project and to be financed out of the proceeds of the Financing, *and for which the procurement process started before the date of the countersignature of this Amendment Letter*, shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

   (b) **Consultants’ Services.** All consultants’ services required for the Project and to be financed out of the proceeds of the Financing, *and for which the procurement process started before the date of the countersignature of this Amendment Letter*, shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

   (c) **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.”
D. **Paragraph 7 of the Appendix is amended to read as follows:**

“7. “Anti-Corruption Guidelines” means:

(a) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011, **with respect to the procurement of goods, non-consulting services and consulting services for which the procurement process started before the date of countersignature of this Amendment Letter; and**

(b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1st, 2016”, with respect to the procurement of goods, non-consulting services and consulting services **for which the procurement process starts on or after the date of the countersignature of this Amendment Letter. For avoidance of doubt, the Guidelines for such procured goods, non-consulting services and consulting services would apply not only to the Recipient but also to all other persons or entities which either receive the Financing proceeds for their own use, persons or entities such as fiscal agents which are responsible for the deposit or transfer of the Financing proceeds, and persons or entities which take or influence decisions regarding the use of the Financing proceeds.”**

E. **Paragraph 32 of the Appendix is amended to read as follows:**

“32. “Procurement Plan” means, as the case may be:

(a) the Recipient’s procurement plan for the Project, dated March 25, 2015 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs; or

(b) the Recipient’s procurement plan for the Project, provided for under Section IV of the Procurement Regulations, as such plan may be updated from time to time with the Bank’s approval.”

F. **The following new paragraph 33 is added to the Appendix and existing paragraphs 33 through 55 are hereby renumbered respectively 34 through 56:**

II. Accordingly, the Grant Agreement for TF019374 is amended as follows:

A. The objective of the Project under Schedule 1 is hereby amended to read as follows:

"The objectives of the Project are to support the establishment of key building blocks of the national social safety net system and to improve access to targeted cash transfers for poor and vulnerable households."

B. Paragraph 2. (c) of section I.A of Schedule 2 is amended to read as follows:

"(c) The CP-SNPS shall include representatives from, inter alia, MASEF, the Ministry of Economy and Finance (MEF); the Health Ministry (Ministère de la Santé, MS); the Ministry of Education and Technical and Vocational Training (Ministère de l'Éducation Nationale et de la Formation Professionnelle); the Ministry of Civil Service, Labor, Employment and the Modernization of Public Administration (Ministère de la Fonction Publique, du Travail, de l'Emploi et de la Modernisation de l'Administration), Food Security Office (Commissariat à la Sécurité Alimentaire, CSA); the Agence Tadamoun; civil society; and the Technical and Financial Partners, or any successor of said ministries and entities.

C. Section III A. of Schedule 2 is hereby amended to read as follows:

"A. General

1. Procurement Regulations

All goods, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Grant, and for which the procurement process starts on or after the date of the countersignature of this Amendment Letter, shall be procured in accordance with the requirements set forth or referred to in the “World Bank Procurement Regulations for IFP Borrowers” dated July 2016, revised November 2017 and August 2018 (“Procurement Regulations”), and the provisions of the Recipient’s procurement plan for the Project (“Procurement Plan”) dated March 16, 2017, provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

2. Procurement and Consultant Guidelines. All goods, non-consulting-services and consultants’ services required for the Project and to be financed out of the proceeds of the Grant, and for which the procurement process started before the date of the countersignature of this Amendment Letter, shall be procured in accordance with the requirements set forth or referred to in:

(b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be."

D. **The table in section IV. A.2 of Schedule is deleted and replaced with the following:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, and consultants’ services for the Project, other than Part 2.2 (a) of the Project</td>
<td>2,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Cash Transfers under Part 2.2 (a) of the Project</td>
<td>1,700,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>4,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

E. **Section IV. B.2 of Schedule 2 is amended to read as follows:**

"2. The Closing Date is September 30, 2019."

F. **Paragraph 7 of the Appendix is amended to read as follows:**

"7. "Anti-Corruption Guidelines" means:

(a) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011, with respect to the procurement of goods, non-consulting services and consulting services for which the procurement process started before the date of countersignature of this Amendment Letter; and

(b) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1st, 2016", with respect to the procurement of goods, non-consulting services and consulting services for which the procurement process starts on or after the date of the countersignature of this Amendment Letter. For avoidance of doubt, the Guidelines for such procured goods, non-consulting services and consulting services would apply not only to the Recipient but also to all other persons or entities which either receive the Grant proceeds for their own use, persons or
entities such as fiscal agents which are responsible for the deposit or transfer of the Grant proceeds, and persons or entities which take or influence decisions regarding the use of the Grant proceeds.”

G. **Paragraph 30 of the Appendix is amended to read as follows:**

“30. “Procurement Plan” means, as the case may be:

(a) the Recipient’s procurement plan for the Project, dated March 25, 2015 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs; or

(b) the Recipient’s procurement plan for the Project, provided for under Section IV of the Procurement Regulations, as such plan may be updated from time to time with the Bank’s approval.”

H. **The following new paragraph 31 is added to the Appendix and existing paragraphs 31 through 53 are hereby renumbered respectively 32 through 54:**


All the terms and conditions of the Agreements that have not been amended hereby shall remain unchanged and in full force and effect.

Please confirm your agreement with the foregoing amendment, on behalf of the Recipient, by signing, dating and returning to the Association the enclosed copy of this Amendment Letter. This Amendment Letter shall become effective as of the date of its countersignature upon receipt by the Association of a countersigned copy of this letter.

Sincerely,

[Signature]

Laurent Msellati
Country Manager for Mauritania
Africa Region

**CONFIRMED AND AGREED:**

**ISLAMIC REPUBLIC OF MAURITANIA**

By: [Signature]
Date: May 16, 2019

Name: [Name]
Title: [Title]