His Excellency Dr. Sidi Ould Tah  
Minister of Economic Affairs and Development  
Ministry of Economic Affairs and Development  
Nouakchott  
Islamic Republic of Mauritania

Excellency:

ISLAMIC REPUBLIC OF MAURITANIA: Credit No. 3810-MAU  
(Second Mining Sector Capacity Building Project)  
Amendment to the Development Credit Agreement

We refer to the Development Credit Agreement (the Agreement), dated July 26, 2003, for the above-mentioned Project, between the Islamic Republic of Mauritania (the Recipient) and the International Development Association (the Association). We also refer to your letter no.356/MPEM/M, dated March 23, 2011, requesting an harmonization of the procedures for the procurement of works, goods and services applicable to the financing provided pursuant to the Agreement (the Original Financing), the financing provided pursuant to the Financing Agreement (3810-1-MAU) between the Association and the Recipient dated July 19, 2006 (the First Additional Financing), and the financing provided pursuant to a Financing Agreement of even date herewith (the Second Additional Financing). Finally we refer to the minutes of negotiations of the Second Additional Financing dated April 4, 2011, reflecting the agreement of the Recipient and the Association on the opportunity of other amendments to the Agreement for purpose of harmonization of the provisions applicable to the Original Financing, the First Additional Financing and the Second Additional Financing.

We are pleased to inform you that the Association accedes to your request and proposes to amend the Agreement as follows:

1. Section 2.03 of the Agreement is amended to read as follows:

   “Section 2.03. (a) The Closing Date shall be December 31, 2011 or such later date as the Association shall establish. The Association shall promptly notify the Borrower of such later date.

   (b) Without limitation to the generality of the provision included in paragraph (a) immediately above, the Closing Date shall be extended to October 1, 2012, but exclusively for the purpose of carrying out Project activities and financing from the funds of the Credit expenditures related thereto, for: (i) the interpretation and synthesis of geo-scientific data, (ii) the supervision of geo-scientific data interpretation, and (iii) the environmental audits of major mine operations.”

2. Please note that in accordance with Section 3.7 of the World Bank Disbursement Guidelines for Projects (May 2006) (the “Disbursement Guidelines”), the
Financing disbursement deadline date is extended four months after the Closing Date. The Association will accept applications for withdrawal and supporting documentation until the Disbursement Deadline Date provided, however, that such applications are related to the financing of Eligible Expenditures incurred on or before the Closing Date, in accordance with Section 3.6 of the Disbursement Guidelines.

3. In Schedule 2 to the Agreement, the first paragraph is deleted in its entirety and replaced with the following language:

“The objective of the Project is to strengthen the Recipient’s capacity to manage national mineral sector activities in an environmentally, socially and economically sustainable manner.”

4. In Schedule 3 to the Agreement, but exclusively for the procurement of works, goods and non consultant services not started on the date of this amendment, Section I.A is amended to read as follows:

“Part A: General

Works and goods shall be procured in accordance with the provisions of Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in May 2004 and revised in October, 2006 and May 2010 (the Guidelines), and the following provisions of this Section I.”

5. In Schedule 3 to the Agreement, but exclusively for the selection of consultants not started on the date of this amendment, Section II.A is amended to read as follows:

“Part A: General

1. Consultants’ services to be financed out of the proceeds of the Credit shall be procured in accordance with the provisions of the Introduction and Section IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in May 2004 and revised in October, 2006 and May 2010 (the Consultant Guidelines), and the following provisions of this Section II.”

6. In Schedule 4 to the Agreement, Section II.2.(a) is amended to read as follows:

“2. The Borrower shall:

(a) Maintain, and cause UCPM to maintain, policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Association, the carrying out of the Project and the achievement of the objectives thereof;”

7. Schedule 6 to the Agreement is deleted in its entirety.
All other provisions of the Agreement except as amended herein, shall remain in full force and effect.

Please confirm your agreement to the amendment by countersigning, dating and returning to us the enclosed copy of this letter, while keeping one original for your records.

This amendment shall become effective as of the date of countersignature of this letter.

Sincerely,

//s// Moctar Thiam
Country Manager for Mauritania
Africa Region

AGREED:

ISLAMIC REPUBLIC OF MAURITANIA

By:  //s// Dr. Sidi Ould Tah
Minister of Economic Affairs and Development

Date:  June 23, 2011