

VALLEY OF THE RIO DOCE CO

Form 6-K

April 29, 2004

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**United States  
Securities and Exchange Commission**

**Washington, D.C. 20549**

**FORM 6-K**

Report of Foreign Private Issuer  
Pursuant To Rule 13a-16 or 15d-16  
of the  
Securities Exchange Act of 1934

For the month of

April 2004

**Valley of the Rio Doce Company**

(Translation of Registrant's name into English)

Avenida Graça Aranha, No. 26  
20005-900 Rio de Janeiro, RJ, Brazil  
(Address of principal executive office)

(Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.)

(Check One) Form 20-F  Form 40-F

(Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1))

(Check One) Yes  No

(Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7))

(Check One) Yes  No

(Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.)

(Check One) Yes  No

(If Yes is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b). 82- )

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| <b>DESCRIPTION OF THE CONTRACT</b> | <b>CONTRACTOR/<br/>CONTRACTED</b> | <b>TERM</b>               | <b>AMOUNT<br/>(R\$/YEAR)<br/>ESTIMATED - 2003</b> | <b>CANCELATION OR CONCLUSION T</b>   |
|------------------------------------|-----------------------------------|---------------------------|---|--|
| Pellet Feed.                       | ITABRASCO /<br>CVRD               | Indeterminate             | 180 million                                       |  |
| Pellets.                           | CVRD /<br>ITABRASCO               | Indeterminate             | 65 million  |  |
| ng plant operation                 | ITABRASCO /<br>CVRD               | Indeterminate             | 25 million  |  |
| Pellet Feed.                       | HISPANOBRAS /<br>CVRD             | Dec. 2004<br>(Renewable)  | 220 million                                       |  |
| Pellets.                           | CVRD /<br>HISPANOBRAS             | Dec. 2004<br>(Renewable)  | 180 million                                       |  |
| ng plant operation                 | HISPANOBRAS /<br>CVRD             | 2001 2004                 | 25 million  |  |
| Pellet Feed.                       | KOBRASCO /<br>CVRD                | 1998 2013                 | 200 million                                       | Notice of not more than 24 months prior to<br>of agreement.  |
| Pellets.                           | CVRD /<br>KOBRASCO                | 1998 2013                 | 170 million                                       | Notice of not more than 24 months prior to<br>of agreement.  |
| ng plant operation                 | KOBRASCO/<br>CVRD                 | 1998 2013                 | 25 million  | Notice of not more than 24 months prior to<br>of agreement.  |
| Pellet Feed.                       | NIBRASCO /<br>CVRD                | March 2004<br>(Renewable) | 310 million                                       |  |
| Pellets.                           | CVRD /<br>NIBRASCO                | March 2004<br>(Renewable) | 330 million                                       |  |
| ng plant operation                 | NIBRASCO /<br>CVRD                | Abr. 2003<br>March 2004   | 60 million  |  |
| contract                           | CVRD /<br>NIBRASCO                | April 2003/<br>March 2004 | 75 million  | Automatic extension for subsequent 12-mo<br>periods, in the absence of a written notice t<br>contrary. |

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| <b>SCOPE OF THE CONTRACT</b>   | <b>CONTRACTOR/<br/>CONTRACTED</b>                                    | <b>TERM</b>                            | <b>AMOUNT<br/>(R\$/YEAR)<br/>ESTIMATED - 2003</b> | <b>CANCELATION OR CONCLUSION TERMS</b>  |
|--|--|--|---|---|
| of 100% of CST s needs of<br>e and pellets.                          | Companhia<br>Siderúrgica de<br>Tubarão CST /<br>CVRD                 | From<br>01/01/2000<br>to<br>12/31/2009 | 490 million                                       | <p>1. Default of any clause, condition, or provision not remedied within 30 days after receipt of written notice or court summons sent to this party by the complaining party;</p> <p>2. Bankruptcy, creditors agreement, insolvency, judicial or out-of-court winding up;</p> <p>3. Cessation of supplies or receipts for over (thirty) days by order of a competent authority;</p> <p>4. Act of God or force majeure of more than (ninety) consecutive days.</p> <p>In case of total or partial lack of payment of amounts arising from this AGREEMENT, the interested party may choose to suspend supplies and receipts until the amount due is paid, with a maximum time frame of 3 (three) months, after which this AGREEMENT shall be legally terminated.</p> |
| iron ore to USIMINAS, to be<br>l in its plant in Ipatinga,<br>Gerais | Usinas<br>Siderúrgicas de<br>Minas Gerais S.A.<br>USIMINAS /<br>CVRD | From<br>01/01/2003<br>to<br>03/31/2008 | 185 million                                       | <p>1. Default of any clause, condition, or provision not remedied within 30 days after receipt of written notice or court summons sent to this party by the complaining party;</p> <p>2. Bankruptcy, creditors agreement, insolvency, judicial or out-of-court winding up;</p> <p>3. Cessation of supplies or receipts for over (thirty) days by order of a competent authority;</p> <p>4. Act of God or force majeure of more than (ninety) consecutive days.</p> <p>In case of total or partial lack of payment of amounts arising from this AGREEMENT, the interested party may choose to suspend supplies and receipts until the amount due is paid, with a maximum time frame of 3 (three) months, after which this AGREEMENT shall be legally terminated.</p> |

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| <b>DESCRIPTION OF THE CONTRACT</b>                                   | <b>CONTRACTOR/<br/>CONTRACTED</b>                                    | <b>TERM</b>                      | <b>AMOUNT<br/>(R\$/YEAR)<br/>ESTIMATED<br/>- 2003</b> | <b>CANCELTION OR CONCLUSION T</b>  |
|--|--|----------------------------------|---|--|
| iron ore to USIMINAS, to be<br>d in its plant in Ipatinga,<br>Gerais | Usinas<br>Siderúrgicas de<br>Minas Gerais S.A.<br>USIMINAS /<br>CVRD | From 02/01/2003<br>to 01/31/2007 | 60 million  | <p>1. Default of any clause, condition, or provisi<br/>not remedied within 30 days after receipt of<br/>written notice or court summons sent to this<br/>by the complaining party;</p> <p>2. Bankruptcy, creditors agreement, insolv<br/>judicial or out-of-court winding up;</p> <p>3. Cessation of supplies or receipts for over<br/>(thirty) days by order of a competent authori</p> <p>4. Act of God or force majeure of more than<br/>(ninety) consecutive days.</p> <p>In case of total or partial lack of payment of<br/>amounts arising from this AGREEMENT, th<br/>interested party may choose to suspend supp<br/>receipts until the amount due is paid, with a<br/>maximum time frame of 3 (three) months, a<br/>which this AGREEMENT shall be legally<br/>terminated.</p> |
| Bauxite purchase   | CVRD/MRN   | 1995-2014                        | 134,897,840   |  |
| Bauxite purchase   | CVRD/MRN   | 1998-2017                        | 31,592,000  |  |
| Bauxite purchase   | CVRD/MRN   | 2000-2019                        | 45,176,560  |  |
| Bauxite purchase   | CVRD/MRN   | 2003-2022                        | 176,915,200   |  |
| Bauxite supply   | Alunorte/Aluvale*  | 1999-2019                        | 204,400,240   |  |
| Alumina purchase   | Aluvale/Alunorte*  | 1996-2005                        | 49,963,825  |  |
| Alumina purchase   | Aluvale/Alunorte*  | 1996-2015                        | 69,982,489  |  |
| Alumina purchase   | Aluvale/Alunorte*  | 2003-2022                        | 134,206,515   |  |
| Alumina purchase   | Aluvale/Alunorte*  | 2004-2023                        | 92,406,780  |  |
| Alumina Cession  | Albras/Aluvale*  | 1996-Jul 2015                    | 13,983,050  |  |
| Alumina purchase   | Aluvale/Albras*  | 1987-Indeterminate               | 912,012,216   |  |
| Services provided  | Alunorte /<br>Aluvale*   | Indeterminate                    | 795,962.64  |  |
| Services provided  | Albras / Aluvale*  | Indeterminate                    | 1,489,287.24  |  |

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|---|-------------------|-----------------------|---|--|
| Assumption of debt with NAAC,to build alumina plant | ALUNORTE/<br>CVRD | 12/11/96-<br>03/20/11 | Annual installments of US\$20 MM until march/11 | <p>CVRD shall deem this agreement expired after giving simple notice to Alunorte in the following circumstances, with no need for further action by CVRD:</p> <ul style="list-style-type: none"> <li>a) Total or partial lack of payment by Alunorte of principal, interest, and other charges, if any, arising from this advance, unless such event is remedied within 14 days after the notice by CVRD;</li> <li>b) Default by Alunorte of any liability as provided for in this Agreement or in the Basic Agreement, wherein it participated as a consenting party, should this event not be remedied within a period of 30 days after the notice given by CVRD;</li> <li>c) Total or partial non-compliance of any of the obligations undertaken in any other Agreement wherein it is a party, should such event not be remedied within 30 after the notice given by CVRD;</li> <li>d) Seizure of chattels, foreclosure or any other legal proceeding by a competent judicial authority, that have affected Alunorte s assets and that interfere exceedingly in its activities;</li> <li>e) Alunorte s inability to pay any of its debts on their respective maturity dates, which might lead to its insolvency or involvement in legal suits or proceedings such as company reorganization, winding up or bankruptcy, should these events persist for over 30 (thirty) days from their inception;</li> <li>f) Renegotiation or refinancing of debt that might affect Alunorte s ability to honor its</li> </ul> |
|---|-------------------|-----------------------|---|--|

financial commitments as herein agreed upon;

g) If a trustee, receiver, liquidator, or any other person should be appointed, with or without Alunorte's consent, as responsible for all or a substantial part of Alunorte's business, properties, assets or receipts should this event not be remedied within 30 days after the notice given by CVRD;

h) Dissolution, merger, winding up, or disposition of a substantial part of Alunorte's assets without the previous consent by NAAC, which in turn cannot deny this without a justification;

i) Alunorte's cessation of its business;

j) A declaration of CVRD's default by NAAC and the consequent acceleration of the maturities provided for in Article 14 of the Basic Agreement;

k) Any of the events provided for in Article 5 of the Basic Agreement.

l) Any action or omission that as understood by CVRD, after consulting NAAC, may give rise to damages to the Project or to compliance by Alunorte with the obligations



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| Debt assumption              | ALUNORTE/<br>CVRD | 07/26/99<br>04/01/04     | Payment in<br>aprill/04 of<br>USD<br>124,390,582.07 | This agreement may be<br>legally terminated at the<br>discretion of the innocent<br>party, by means of a simple<br>written advice in any of the<br>following events:<br>A violation of any of its<br>terms and conditions<br>B bankruptcy, creditors<br>agreement,<br>dissolution, or judicial or<br>out-of-court winding up,<br>whether requested or<br>approved; or<br>C evidence of the legal<br>impossibility of any of the<br>Parties in honoring its<br>respective liabilities as<br>stipulated herein. |
| Cession of export<br>credit  | KOBRASCO/CVRD     | 05/12/2003<br>05/12/2006 | Amortization in<br>the<br>end<br>US\$3,000,000      |   |
| Cession of export<br>credit. | KOBRASCO/CVRD     | 03/10/2003<br>03/10/2006 | Amortization in<br>the<br>end<br>US\$5,000,000      |   |
| Cession of export<br>credit. | KOBRASCO/CVRD     | 02/10/2003<br>02/10/2006 | Amortization in<br>the<br>end<br>US\$5,000,000      |   |
| Cession of export<br>credit. | KOBRASCO/CVRD     | 10/03/2002<br>10/03/2005 | Amortization in<br>the<br>end<br>US\$30,000,000     |   |
| Cession of export<br>credit  | ITABRASCO/CVRD    | 12/17/2003<br>01/07/2004 | Amortization in<br>the<br>end<br>US\$4,700,000      |   |
| Cession of export<br>credit. | ALBRAS/CVRD       | 11/17/2003<br>01/15/2004 | Amortization in<br>the<br>end<br>US\$22,500,000     |   |
| Cession of export<br>credit. | ALBRAS/CVRD       | 11/27/2003<br>01/08/2004 | Amortization in<br>the<br>end<br>US\$20,000,000     |   |



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| <p>Loan</p> <p>Construction in Vila de Murucupi, in the municipality of Barcarena Pará state, of an aluminum producing plant with total capacity of 320,000 tons/year, to be reached at the end of 1988, this credit is solely intended for the construction of the third and fourth modules, each of which with capacity of 80,000 tons/year, of which no less than 51% of the production shall be intended for CVRD once the project has been completed.</p> | <p>HISPANOBRÁS/CVRD</p> <p>ALBRAS (borrower) /BNDES; CVRD is one of the intervening party.</p> | <p>04/30/2002</p> <p>From January 1988 till January 2007</p> | <p>Amortization after conclusion of judicial process (with no date to mature) R\$ 265,154.80</p> <p>Annual installments of USD 70,097,620.56 till 2006 and USD 17,524,405.14 in 2007</p> | <p>In addition to the provisions of article 38 of the PROVISIONS APPLICABLE TO BNDES AGREEMENTS , as approved by resolution 665 of December 10, 1987, and partially amended by Resolution 775 of December 16, 1991, both issued by the Executive Committee of the BNDES and published in the Official Gazette of the Federal Executive (Section I) on December 29, 1987 and December 27, 1991 respectively (article 38 When usage of the reserve credit is authorized by the BNDES (National Development Bank), this shall be subject to the conditions and charges applicable to the main credit amount, and I in order to use the credit, the Borrower shall file in the secure guarantee register the BNDES document authorizing use of the reserve credit, II the usage of the reserve credit shall be performed under the guarantee covering the principal, if this exists and is appropriate, III the debt arising out of the reserve credit shall be added to the principal debt and payable</p> |
|--|--|--|--|---|

along with the remaining installments thereof, IV the Grace Period for the reserve credit shall start as from the issue of the respective document authorizing usage thereof), the default of any obligations of the borrower and intervening parties.

\* Aluvale was consolidated into CVRD on December 30, 2003

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

COMPANHIA VALE DO RIO DOCE  
(Registrant)

Date: April 29, 2004

By: /s/ Fabio de Oliveira Barbosa

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Fabio de Oliveira Barbosa  
Chief Financial Officer