

4. Fourth plea in law, alleging manifest errors of assessment as regards (i) the object of the sale, (ii) the transfer price, (iii) the moment when the transfer was effected, (iv) the degree of independence of the new owners and shareholders and (v) the economic logic of the transaction.
5. Fifth plea in law, alleging a lack of legal basis, inasmuch as the decision was adopted without it being ascertained that the transfer of the assets was made at their market value and without a study of the consequences of the fact that the purchaser belongs to the same group as that which distributed the unlawful aid.

⁽¹⁾ State aid No SA.34547 (2012/N) — France, in the notice to the *Official Journal of the European Union* OJ 2012 C 305, p. 10.

Action brought on 9 January 2013 — Communicaid Group v Commission

(Case T-4/13)

(2013/C 71/37)

Language of the case: English

Parties

Applicant: Communicaid Group Ltd (London, United Kingdom) (represented by: C. Brennan, Solicitor, F. Randolph, QC, and M. Gray, Barrister)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— Annul each of the decisions of the European Commission of 30 October 2012 concerning lots 1, 2, 3, 7, 8 and 9 in response to Call for Tenders HR/R.3/PR/2012/002 for (Multiple) framework Contracts for provision of language training for staff of the Institutions, Bodies and Agencies of the European Union in Brussels (OJ 2012, S 45 72734), either, in part, in so far as they put CLL-Allingua in first place, or in their entirety; and

— Order the defendant to pay the costs of the proceedings.

Pleas in law and main arguments

In support of the action, the applicant relies on three pleas in law.

1. First plea in law, alleging that the Commission infringed the principles of transparency, non-discrimination and equal

treatment, and breached Article 94 of the Financial Regulation⁽¹⁾ by not excluding CLL-Allingua from the tender in circumstances where CLL-Allingua's tender was assisted with by one of its employee who had worked in the relevant Commission Unit and on an evaluation committee for a closely comparable tender procedure in which both Communicaid and CLL-Allingua had participated, as well as during the preparatory stages of the tender, thus breaching his duty of loyalty to the EU and giving CLL-Allingua an unfair advantage over Communicaid.

2. Second plea in law, alleging the Commission infringed the principles of transparency, non-discrimination and equal treatment and erred in its interpretation of Article III.2.2) of the Contract Notice (OJ 2012, S 45 72734), by determining that CLL-Allingua had the economic and financial capacity to service the tender, in circumstances where there was insufficient evidence to support such a conclusion, and CLL-Allingua ought, lawfully, to have failed to meet that precondition.

3. Third plea in law, alleging that there were a number of manifest errors of assessment under each of the four criteria, namely that the Evaluation Committee repeatedly assessed the tenders by reference to award sub-criteria that were not announced in advance, gave inconsistent markings resulting in Communicaid being awarded a lower score and CLL-Allingua a higher score across all lots for the technical evaluations, and failed to provide cogent reasons for its assessments.

⁽¹⁾ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ 2002 L 248, p. 1)

Action brought on 8 January 2013 — NICO v Council

(Case T-6/13)

(2013/C 71/38)

Language of the case: English

Parties

Applicant: Naftiran Intertrade Co. (NICO) Sàrl (Pully, Switzerland) (represented by: J. Grayston, Solicitor, G. Pandey, P. Gjørtler, D. Rovetta, D. Sellers and N. Pilkington, lawyers)

Defendant: Council of the European Union