



C/2025/4907

15.9.2025

Action brought on 31 July 2025 – equensWorldline v ECB

(Case T-525/25)

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Language of the case: English

Parties

Applicant: equensWorldline SE Germany (Frankfurt am Main, Germany) (represented by: R. Martens, P. Darras, lawyers)

Defendant: European Central Bank

Form of order sought

The applicants claim that the Court should:

- annul, in their entirety, the decision of the Procurement Review Body of the European Central Bank (ECB) of 22 July 2025 rejecting the applicant's appeal against the ECB award decision of tender PRO-009485 of 13 June 2025, and the ECB award decision of tender PRO-009485 of 13 June 2025 (the contested decisions);
- order the defendant to pay all costs.

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 a breach of Article 3 of the ECB Procurement Decision, ⁽¹⁾ the Invitation to Tender, and the principle of *patere legem quam ipse fecisti*, since the contract was awarded to a tender which exceeded the maximum value of the framework agreement.
2. Second plea in law, alleging a breach of Article 33 of the ECB Procurement Decision and the principle of fair competition, since the ECB awarded the contract to a tenderer who proposed a tender which does not provide sufficient assurance of proper contract performance.
3. Third plea in law, alleging a breach of the duty to state reasons pursuant to Article 41(2) in conjunction with Articles 47 and 50 of the Charter of Fundamental Rights and Article 34(3) of the ECB Procurement Decision, since the ECB failed to adequately disclose the statement of reasons regarding the abnormally low character of the successful tender.

⁽¹⁾ Decision (EU) 2016/245 of the European Central Bank of 9 February 2016 laying down the rules on procurement (OJ 2016 L 45, p. 15).