Action brought on 27 October 2020 — Symrise v ECHA

(Case T-656/20)

(2021/C 53/60)

Language of the case: English

Parties

Applicant: Symrise AG (Holzminden, Germany) (represented by: A, B, C, lawyers)

Defendant: European Chemicals Agency

Form of order sought

The applicant claims that the Court should:

— annul decision of 18 August 2020 of the European Chemicals Agency's Board of Appeal in case number A-009-2018 in its entirety;

— order the Agency 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 Agency committed a manifest error of assessment and misinterpreted the REACH Regulation by requesting the tests on vertebrate animals on the Substance, by justifying the need for tests by reference to workers' exposure and by failing to take the safety of the Substance as assessed under the Cosmetics Regulation into account.

2. Second plea in law, alleging that the Agency committed a manifest error of assessment and breached its duty to state reasons by deciding that the extended one-generation reproductive toxicity study with several extensions (the 'EOGRTS') would need to be conducted via the oral route.

3. Third plea in law, alleging that the Agency breached Article 25 of the REACH regulation and committed a manifest error of assessment in imposing the deadlines of the Contested Decision.

Action brought on 3 December 2020 — Lenovo Global Technology Belgium v EuroHPC Joint Undertaking

(Case T-717/20)

(2021/C 53/61)

Language of the case: English

Parties

Applicant: Lenovo Global Technology Belgium BV (Machelen, Belgium) (represented by: S. Sakellariou, G. Forwood, K. Struckmann and F. Abou Zeid, lawyers)

Defendant: European High Performance Computing Joint Undertaking

Form of order sought

The applicant claims that the Court should:

— order the requested measures of organisation of procedure;

— annul the decision of 29 September 2020 of the European High Performance Computing Joint Undertaking (Ref. Ares (2020)5103538) rejecting the tender submitted by Lenovo for Lot 3 in the context of call for tenders SMART 2019/1084 relating to the acquisition of the Leonardo Supercomputer, to be hosted by CINECA, in Italy, and awarding the contract to another company; and

— order the European High Performance Computing Joint Undertaking to pay the applicant's costs.

Pleas in law and main arguments

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

1. First plea in law, alleging that the defendant breached the principles of equal treatment and transparency by failing to disqualify the winning bidder for not meeting a number of mandatory requirements included in the Technical Specifications. Specifically, the defendant did not disqualify the winning bidder, despite the fact that it failed to meet the mandatory requirement of a fixed price proposal by including in its tender a mutual exchange rate clause, and by failing to provide a fixed price for the memory components. Furthermore, the defendant breached these same principles by not disqualifying the winning bidder for failing to include in its bid other requirements listed in the Technical Specifications.

2. Second plea in law, alleging that the defendant made a number of errors in relation to the assessment of the performance score and efficiency score of winning bidder's proposal. Specifically, the defendant committed a manifest error of assessment by using a wrong minimal HPCG value in the calculation of the performance scores; it used obviously incorrect values for HPL and HPCG performance provided by the winning bidder without seeking clarification, committing a manifest error of assessment and violating the principle of good administration; and accepted obviously incorrect values from the winning bidder on the power consumption, again committing a manifest error of assessment and violating the principle of good administration.

3. Third plea in law, alleging that the defendant committed a number of errors in relation to the award criterion of 'EU added value'. Specifically, such a criterion was unlawful as it was unrelated to the subject matter of the contract, and breached the principle of equal treatment, the Financial Regulation, the EU's obligations under the WTO GPA and the principle of sound financial management enshrined in Article 310(5) TFEU. Furthermore, when the defendant applied this criterion, it committed a manifest error and breached the principle of equal treatment.

4. Fourth plea in law, alleging that that the defendant committed a number of errors in relation to the award criterion of 'Security of the supply chain'. Specifically, the EU breached the principle of equal treatment and its duty to state reasons by treating the winning bidder's tender more favourably than the applicant's, with no objective justification, despite the two proposals being comparable in key aspects. The defendant also committed a manifest error in relation to the assessment of a number of elements of the applicant's proposal relevant to the award criterion of the security of the supply chain.

Action brought on 5 December 2020 — WIZZ Air Hungary v Commission

(Case T-718/20)

(2021/C 53/62)

Language of the case: English

Parties

Applicant: WIZZ Air Hungary Légiközlekedési Zrt. (WIZZ Air Hungary Zrt.) (Budapest, Hungary) (represented by: E. Vahida, S. Rating and I. Metaxas-Maranghidis, lawyers)

Defendant: European Commission