



House of Commons

Committee of Public Accounts

New IT systems for Magistrates' Courts: the Libra project

**Forty-fourth Report of
Session 2002–03**



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*Report, together with formal minutes,
oral and written evidence*

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The Committee of Public Accounts

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Committee staff

The current staff of the Committee is Nick Wright (Clerk), Christine Randall (Committee Assistant), Leslie Young (Committee Assistant), and Ronnie Jefferson (Secretary).

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Summary

IT systems in magistrates' courts have been inadequate for many years and a common IT strategy for magistrates' courts has been called for since the 1980s. After two failed projects in the early 1990s, the Lord Chancellor's Department (the Department) decided in 1996 to procure a PFI contract for a national standard IT system called Libra. The Department received only one bid, from ICL (now called Fujitsu Services), for £146 million. ICL raised its bid by 25% after being named preferred bidder and in December 1998 the Department signed a deal with ICL for a 10.5 year contract at a price of £184 million.

The contract was renegotiated twice, each time ICL asking for more money. As a result of the first re-negotiation, a revised contract for 14.5 years at a price of £319 million was signed in May 2000. Within ten months ICL informed the Department it was in financial difficulties even at the price negotiated a year before. Negotiations for ICL to continue with the whole contract failed, and the Department reached agreement for ICL to deliver only the infrastructure at a cost of £232 million over 8.5 years. The Department has signed a separate contract with STL to provide the core software application. A systems integrator will be appointed towards the end of 2003 to roll out and run the application. The total cost of the project is now estimated at £390 million for just 8.5 years of service, rather than the original 10.5 years (**Figure 1**).

On the basis of a Report by the Comptroller and Auditor General¹, the Committee took evidence from the Lord Chancellor's Department, the Court Service Agency and Fujitsu Services on three main issues: developing the IT project; handling the PFI procurement; and dealing with the post-contract negotiations.

Figure 1: The rising cost of the Libra project

	May 1998 ICL's original bid	Dec 1998 original contract	May 2000 revised contract	July 2002 current proposal
Contract costs				
Infrastructure (£m)	94	119	not known	232
Core application (£m)	52	65	not known	86
Total contract costs (£m)	146	184	319	318
Internal project costs (£m)	10	10	18	12
Additional enhancements and other costs (£m)	0	0	0	60
Total project costs (£m)	156	194	337	390
Contract length (years)	11	10.5	14.5	8.5

Source: Lord Chancellor's Department, Fujitsu Services

1 C&AG's Report, *New IT systems for Magistrates' Courts: the Libra project* (HC 327, Session 2002-03)

We draw the following main conclusions from our examination.

- **This is one of the worst PFI deals that we have seen.** The Department procured a contract to provide services to 42 Magistrates' Courts Committees over which it did not have real authority or control. It ran a poor competition, attracting only one bidder, and it failed to take decisive action when ICL did not deliver what was required. For its part, ICL did not understand the Department's requirements, took on excessive risk and underpriced its bid. It performed poorly throughout and could not meet the target dates for delivery of the core application. As a result of these failures the cost of the project has more than doubled in just four years to almost £400 million and magistrates' courts still do not have the IT systems they need to manage their workload properly.
- **Departments will not achieve the full benefits of introducing IT if they do not redesign business processes in parallel.** The Department chose to develop IT to support existing processes rather than redesigning business processes in parallel with new IT. This approach contributed to the project's difficulties because the Department was unable to achieve a single view of requirements for the new system across Magistrates' Courts Committees.
- **Competitive procurements of PFI projects are essential.** The Department was unable to maintain competitive tension as all potential bidders bar ICL dropped out during the procurement process and the Department was left with just one bidder. A single bid for a major complex project is seldom likely to achieve value for money. That only one bid was received should have alerted the Department to the fact that its project may not have been sufficiently well designed to attract competition.
- **Where contractors are not delivering what is required of them, departments should be prepared to terminate contracts.** Despite ICL's poor performance, the Department decided to negotiate rather than terminate the contract when ICL was in breach of the contract. Departments need to make their contractors aware that termination is a very real factor in their relationship, which should not automatically be seen as the most difficult and risky option. Risk transfer does not really take place if departments are unwilling to terminate a PFI contract or take legal action when a contractor fails to deliver.

1 Developing the IT project

1. The 42 local Magistrates' Courts Committees—independent bodies answerable to the Lord Chancellor for their performance—are responsible for the effective administration of the magistrates' courts in their areas. They use different IT systems and have different working practices. The Libra project was designed to provide a national standard IT system across all Magistrates' Courts Committees. It consists of IT infrastructure and office automation facilities, together with a core application to support court work (**Figure 2**).

Figure 2: The main elements of the Libra project

Infra-structure	(1) A national IT infrastructure, including desktop PCs, printers, networks and full on-line support.
	(2) Office automation facilities, including standard office software such as e-mail, word processing, spreadsheets and diaries.
Core application	(3) A standard national application to support court work – case management, accounting and other administration – to replace the five existing (“legacy”) systems in the Magistrates' Courts Committees.
	(4) Direct electronic links with other criminal justice agencies and their strategic systems (the police, the Crown Prosecution Service, the probation service, prisons, the Crown Court and the Driver and Vehicle Licensing Agency).

Source: Lord Chancellor's Department

The Department's decision to develop an IT system before redesigning business processes

2. The Department chose to develop IT to support existing processes rather than re-engineering business processes with new IT, which would normally be best practice. It did so for two main reasons. First, it did not have the authority to impose business process change on the independent Magistrates' Courts Committees. Secondly, it did not want to attempt further major change whilst the Committees were going through a programme of amalgamations. But as a consequence of this decision the Department found it difficult to obtain a single view of IT requirements across the various Committees and this contributed to the difficulties in developing the new system.²

3. The Department recognised that ideally the development of best business processes should have come before seeking an IT solution. It said, however, that it was not confronted with an ideal situation in 1998. It was dealing with many separate bodies, which were in the process of being amalgamated. After 15 years of criticism from the Committee and others about the Department's inactivity, the Department was keen to press on. It therefore took the decision to go ahead without full standardisation of procedures, which in any case were not completely disparate. The Department felt that it would be able to modify processes as the new systems were put in. The involvement of representatives of the Magistrates' Courts on user groups had helped but there was a difficulty in getting 42 separate organisations to agree.³

² C&AG's Report, paras 6-7, 1.4-1.5

³ Qq 6-7, 68-70, 204

Use of the PFI to procure IT projects

4. ICL considered that the problem with PFI development contracts was a somewhat naive assumption that all of the risk could be transferred to the developer. Developing a large scale IT software project required a partnership between the two sides, with a shared understanding of costs and user requirements. When the risks were relatively low, IT systems were good candidates for a PFI approach, and it was appropriate for the contractor to carry the development risk. The statement of requirements could be expressed in an unambiguous and complete way, and the contracting authority could be confident that the requirement would not be affected by changed circumstances. As the level of risk increased, however, the PFI route became increasingly less attractive, to the point where the risk on both sides would become so high that the contracting authority would be well advised not to pass the development risk to the contractor. Instead the contracting authority would need to manage the development risk during the design and development phase of the project, and the use of the PFI would be inappropriate.⁴

5. The Department felt that the level of professional and commercial expertise in the public sector was lower than was desirable to handle contracts of this nature where considerable risk was being transferred. Having a single supplier for quite different types of services was not necessarily sensible. The public sector needed to look at what the market could provide and at people's individual expertise. It then needed to put a package of expertise together from several different sources, and ensure that these were effectively managed either in-house or by employing somebody to manage them. Single supplier contracts were sensible only for a single service where it was clear that the contractor was fully able to provide what was required.⁵

4 Q5; Ev 30–31

5 Qq 197-199

2 Handling the PFI Procurement

Ensuring competition

6. The Department did not carry out a market survey to establish how many companies would be interested in the project and to assess whether its proposals for the project were likely to be attractive to potential bidders. Only three firms responded to the Business Prospectus and all potential bidders bar ICL dropped out one by one. The Department was thus unable to maintain competitive tension during the procurement.⁶

7. The Department had been concerned when the last remaining competitor to ICL decided not to bid. It had negotiated with the company to keep them in the competition but they had declined to remain. The Department was satisfied at that stage that ICL was working constructively to produce a good bid and so decided to proceed with ICL rather than to abort the competition and go for a re-procurement. It nevertheless accepted that having more than one bidder would have been much better.⁷

Technical competence of the bidder

8. In July 1998 the Department chose ICL as the preferred bidder for the Libra project despite being aware of problems ICL was having at the time with another government IT project (the Benefits Payment Card project). ICL had been unable to deliver on this project and had suggested that if the project were to continue it would either have to increase its prices by 30% or extend the contract by five years. In May 1999 the Benefits Payment Card project was cancelled. The Government chose not to claim damages as part of an agreement with ICL in which the company also agreed not to counter-claim.⁸

9. Before signing the Libra contract in 1998, the Department had examined ICL's contract with the Benefits Agency and the Post Office. The Department was told that there were problems but was satisfied that they did not represent a financial risk to the company. It believed that the problems were of a different nature to those that ICL would have to solve under the less complex Libra contract. The fact that ICL was having problems on one contract, which the Department thought was different, did not seem to be sufficient reason for not going ahead.⁹

Use of the public sector comparator

10. To help in assessing whether or not to go ahead with a PFI option, departments are required to prepare a public sector comparator—an estimate of what a project would cost if conventional procurement methods were used. The Department prepared a Public Sector Comparator in 1997 and revised it in 1998 after ICL raised its bid. The net present value of

6 C&AG's Report, paras 2.9-2.12

7 Qq 8-9, 126-129

8 C&AG's Report, para 2.13 and Figure 9

9 Qq 32, 71-73, 130-131

ICL's bid was in each case cheaper than the Public Sector Comparator figure used (Figure 3).¹⁰

Figure 3: Comparison between ICL's bids and a Public Sector Comparator

	ICL original bid	Public Sector Comparator	ICL revised bid	Revised Public Sector Comparator
	£m	£m	£m	£m
Bid	146	174	184	178
Project/contract management	10	5	9	5
Total costs	156	179	193	183
Readily realisable benefit, risk and residual value	(130)	(149)	(137)	(139)
Net cost	26	30	56	44
Net Present Value	15.7	30.1	37.7	39.2

Source: Lord Chancellor's Department

11. The Department acknowledged, however, that the Public Sector Comparator was not really comparable since it did not provide a national infrastructure linking Magistrates' Courts Committees together. At the time the Department felt that it had to go for the PFI route unless it could demonstrate conclusively that another approach could produce the solution required. The comparison between ICL's bids and a public sector comparator was a theoretical exercise because the Department had no IT department that could deliver a realistic alternative.¹¹

Benchmarking the bidder's price

12. Without proper competition it is difficult to demonstrate that any offer from a single bidder represents value for money. In these circumstances a "should cost" model is essential to benchmark the figure that the contractor is providing and to measure the reasonableness of the cost of all the elements making up the bid. A should cost model enables direct comparisons with a single bidder's estimated costs and provides a basis for challenging them. Access to the bidder's financial model is necessary to develop a should cost model.

13. The Department was unaware of the detailed make-up of ICL's costs because it did not examine ICL's financial model. It was given sight of ICL's financial model at a presentation but had no copy. At the time of the Libra procurement in 1998, Treasury advice was that the bidder's financial model did not need to be examined if the bidder was funding the project from internal sources. Treasury advice had since changed, however, and the Treasury now recognised that it was helpful for the department and the contractor to share this information.¹² The National Audit Office had already recommended in 1997 that

¹⁰ C&AG's Report, para 2.19

¹¹ Qq 22-23, 40, 118

¹² C&AG's Report, para 2.20; Qq 45-47, 119

departments should check the financial robustness of bids and obtain in electronic form the financial models of bidders whose proposals are to be the subject of negotiation.¹³

13 C&AG's Report, *The Skye Bridge* (HC 5, Session 1997-98)

3 The Post-Contract Renegotiations

ICL's poor performance

14. ICL performed poorly on the contract and was unable to meet the target dates for delivery of the core application. A number of factors contributed to ICL's poor performance. ICL did not discover until three months after the contract was signed that it could not use the existing MASS software on which it had based its bid. It had not understood the complexities of the MASS software and when it had looked at this in detail during the contract it had found that the software could not be satisfactorily developed. ICL also started writing computer programmes before it had developed a full functional specification. And key members of ICL's management team had to be replaced on a number of occasions.¹⁴

Increases in the contract price after renegotiation

15. After the contract was signed, ICL came back to the Department twice for more money, indicating that it would walk away from the deal if its demands were not met. In October 1999, some ten months after contract signature, ICL formally requested the Department to renegotiate the Libra contract on the grounds that ICL's cash flow forecasts showed a £39 million deficit over the life of the deal. ICL said that it would be unable to continue with Libra if this gap could not be closed. The Department agreed to renegotiate the contract and a revised contract for £319 million over 14.5 years was signed in May 2000.¹⁵ This price compares with the original December 1998 contract of £184 million over 10.5 years.

16. In the Spring of 2001 ICL informed the Department that it was in financial difficulties with the renegotiated contract signed in May 2000. It was predicting a maximum potential loss on the project, if it continued to 2013, of £200 million. ICL said that its parent company, Fujitsu, would repudiate the contract unless the Department negotiated to cover the loss. The Department again agreed to renegotiate the contract but could not reach agreement for ICL to continue with the whole project. In July 2002 the Department signed a revised contract for ICL just to provide the infrastructure element of the Libra project. The contract price was £232 million for just 8.5 years of service.¹⁶

17. Both the Department and ICL considered that the original 1998 contract was underpriced. After 1998 the Department had twice been faced with a situation where ICL was having real financing problems because of the length of time it was taking to develop the software. It recognised that ICL had a contractual commitment to deliver the Libra project for the price agreed, but nevertheless believed that renegotiating the contract was the best option for ensuring delivery.¹⁷

18. One of the suggested benefits of the PFI is that project risks are allocated to those best able to manage them. Private sector contractors should expect to suffer financially for

14 C&AG's Report, paras 2.42-2.47; Q10

15 C&AG's Report, paras 2.22-2.25

16 *ibid*, paras 2.33, 2.40, 2.56

17 Qq 2-4, 17, 124

failing to manage the risks that they have agreed to take on. Yet despite its acknowledged poor performance on the Libra project, ICL repeatedly asked for more money to cover its losses. ICL told us that it had not made money on the project. The software development had not continued and it had had to write-off some £32.5 million spent on this work.¹⁸

Action taken on management inadequacies

19. As a result of the failures on the project, some people had had their contracts terminated and ICL had brought in new management. In 2001 the Department had brought in a new team to lead the project. Some people had been transferred elsewhere but no-one had lost their job as a result of the work they had been doing on the project, in contrast to the approach taken by ICL. The Department believed that people had made decisions based on the best advice available at the time, who should not then have their careers blighted for having done what seemed to be their duty.¹⁹

The Department's unwillingness to terminate the contract

20. ICL was in breach of the contract when it failed to deliver the core application to the first site in Suffolk by the target date of July 2001. But the Department did not terminate the contract and sue for damages.²⁰ The Department had seriously considered termination but considered that renegotiating the contract was the least worst option. Termination would have led to the need for re-procurement and the loss of service to magistrates' courts. There would also have been the cost of litigation itself, with claims and counter claims, and arguments about whether or not one side or the other had fulfilled the contract.²¹

21. The potential cost to ICL of walking away from the contract was lower than the loss it was forecasting. The agreed limits of liability within the contract grew by £5 million for every six months the contract was in existence, up to a maximum of £40 million. The Department had considered, on advice from its lawyers, consultants and bankers, that in the circumstances of IT projects, which are inherently risky, these limits were reasonable. In October 1999, when ICL first threatened to walk away, it could have done so with a liability of only £10 million, though a further £11.6 million in sunk costs would have had to be written off.²²

The re-negotiated contract

22. The revised contract signed with ICL in July 2002 covers only the infrastructure element of the Libra project (PCs, printers and standard office software including e-mail). ICL has estimated that the cost of the infrastructure element contained within its original bid of £146 million in May 1998 would have been £94 million (over 11 years). This compares with a cost of £232 million (over 8.5 years) for the July 2002 contract. The

18 Q 14

19 Qq 79-80, 90-98

20 C&AG's Report, para 9

21 Qq 18, 26, 28

22 C&AG's Report, para 2.23; Qq 105, 114

number of workstations to be supplied increased over the period by 27% from 8,675 to 11,000; the number of printers by 33% from 3,790 to 5,050; and the number of users by 74% from 6,333 to 11,000.²³ These changes do not explain why the price should have increased by two and half times whilst providing two and a half years less service.

23. The Department employed Gartner as independent consultants to conduct a benchmarking exercise. Both the Department and ICL considered that the infrastructure contract was value for money because the cost was within the cost range estimated by the consultants.²⁴ Nevertheless, the Department was unable to demonstrate how the £232 million figure was arrived at.²⁵ ICL later provided in a note to the Committee a broad breakdown of the costs involved (**Figure 4**).²⁶ But this evidence was unconvincing in demonstrating that £232 million was not an excessive price to pay for just the infrastructure element of the Libra project.

23 Qq 149-150; Ev 24

24 C&AG's Report, para 2.56; Qq 101-102, 182

25 Qq 172-185

26 Ev 24 (ref Qq 172-184)

Figure 4: The £232 million infrastructure contract with ICL

Element	Cost £m	Cost £m
Helpdesk		18.7
Distributed Computing Facilities		
Workstations and Printers	29.6	
Application Development and Support	21.8	
Service Management	13.1	
Install and Data Cabling	12.7	
Enhanced Office Automation Facilities	8.3	
Local Area Networks	7.4	
Mobile Engineering staff	5.9	
Technical Support staff	5.5	
Servers	5.4	
Software Licences	4.4	
Management Fee	2.9	
Accommodation	1.8	
Datacentre Services	1.1	
Terminal Emulation	1.1	
Expenses	0.9	
Other	1.2	
Total Distributed Computing Facilities		123.1
Wide Area Data Network		23.4
Application Migration		13.0
Subtotal as per Gartner benchmark		178.2
Contingency	9.7	
Overhead	9.8	
Profit and Interest	34.6	
Total contingency, overhead, profit and interest		54.1
Total contract value		232.3

Source: Fujitsu Services

24. The Department said that 90% of the infrastructure had now been rolled out across the country. In January 2003 the Department signed a separate contract with STL to provide the core software application to support court work (case management, accounting and administration). A systems integrator would then be appointed towards the end of 2003 to roll out and run the application. The plan was for the core software application to come on stream during 2004 and 2005. The Department had no reason to believe that this target would not be met. The core application would help to provide a whole range of management information and statistics essential to the running of a unified court service.²⁷

4 The accuracy of evidence

25. At our hearing on 24 June 2002 on the collection of fines in the Criminal Justice System we asked whether it was true that the Department was not proceeding with that part of the Libra contract which would provide the software for court business. The Accounting Officer replied as follows, “No, that is not my understanding. My understanding is that we are in negotiation with the company ICL, now called Fujitsu Services, about the timescale of the cost of the software package because of the delay and we intend to bring that to a conclusion just as soon as we can so we know where we are.”²⁸ The Accounting Officer told us, however, at our hearing on 10 February 2003, that the Department had decided in February 2002 that ICL should not continue with the development of the core software application. ICL told us that it had learnt in March 2002 that it was no longer required to provide the core software application.²⁹

26. The Accounting Officer said that at the earlier hearing he had sought to protect the commercial negotiation that was still in train. At the time of the hearing the deal had not been finalised. Discussions were continuing on a number of sensitive matters and until he was sure that the Department had a signed, settled agreement he was anxious not to jeopardise those discussions. He thought it would be unwise from both a commercial and legal aspect to divulge details of the proposed agreement until the contract was signed. The Accounting Officer accepted that he could have handled the situation differently by, for example, presenting the information to the Committee in confidence. He regretted giving incorrect information and stressed that he had not deliberately sought to mislead the Committee.³⁰

28 68th Report from the Committee of Public Accounts, *Collection of fines and other financial penalties in the Criminal Justice System* (HC 999, Session 2001–02); Q 54

29 Qq 151, 158

30 Qq 161-171

Conclusions and recommendations

On developing the IT project

1. The Department recognised that the design of a best business process model should normally come before seeking an IT solution. The Department chose to develop IT first mainly because it did not have the authority to impose such a model on the independent Magistrates' Courts Committees. But the lack of a coherent model, allowing IT solutions to be integrated with business processes, increased the risk of project failure.
2. The success or failure of an IT development often depends on its scale and complexity. We have recommended that departments should carefully consider whether projects are too large and ambitious to be undertaken in one go.³¹ These lessons were particularly apposite in the case of the Libra project. Departments should think carefully about breaking up big IT projects into manageable pieces that can be delivered incrementally.

On handling the PFI procurement

3. The Department did not carry out a market survey to assess how much interest there would be in the Libra project. Competition is an important safeguard for value for money in a procurement contract, and market surveys can help to establish whether proposals are attractive to potential bidders. A lack of interest at this early stage would be a warning sign that a project might not be deliverable.
4. In the absence of competition it is essential that departments benchmark the prices offered by contractors. The Department did not examine ICL's financial model to assess the reasonableness of its bid, though the National Audit Office had already recommended in 1997 that departments should examine bidders' financial models.
5. ICL was chosen as the preferred bidder despite the problems the company was having with another government IT project (the Benefits Payment Card project). Knowing of these difficulties the Department needed to satisfy itself as to the technical competence of the bidder to deliver a project of such size and complexity. However, the possibility that the problems with the Benefits Payment Card project might have reflected on ICL's technical competence to deliver the Libra project was not adequately investigated. There needs to be more sharing of lessons and pooling of experience between departments, and the Office of Government Commerce should draw relevant examples to their attention.
6. A systematic and thorough comparison of realistic alternative options is required before a decision is made to adopt the PFI approach. A Public Sector Comparator—an estimate of what a project would cost if conventional procurement methods were used—should be one of the factors in such an assessment provided conventional

31 1st Report from the Committee of Public Accounts, *Improving the Delivery of Government IT projects* (HC 65, Session 1999-2000, HC 65)

procurement is a realistic option. In the Libra case, the Public Sector Comparator provided no useful information, since the Department had no IT department that could deliver a public sector solution.

On the post-contract renegotiations

7. ICL performed poorly on this contract. Some three months after contract signature it realised it could not use the software on which it had based its bid, and there was little continuity in ICL's management. As a result, ICL did not meet the target dates for delivery of the core application. In view of these performance weaknesses, the taxpayer should not have had to pay ICL more money than had been agreed in the original contract. When a private sector contractor accepts risks, it should bear the financial consequences if those risks materialise. ICL did not take responsibility for the risks transferred to it and could not deliver the project for the price it had agreed.
8. ICL recognised management inadequacies and dismissed some of its managers involved in the procurement and running of the contract. The Department suffered from a lack of professional and commercial expertise and management continuity. Some of the Department's staff were transferred and new management was brought in but no staff were penalised for inadequacies in their performance. If the quality of public sector management is to be improved and failures like Libra prevented, departments must get the right people in place at the start with the skills and experience to deliver major projects successfully and provide them with incentives to succeed.
9. Although ICL was in breach of the contract by failing to meet the contractual delivery date of July 2001 for the first site, the Department chose not to terminate the contract. It considered that such action might have led to costly litigation and counter claims from ICL. The Department might consider whether its lack of confidence in the prospects of redress has anything to say about the effectiveness of the court system, for which it is responsible.
10. The infrastructure element of the project increased in price from £94 million in ICL's original bid to £232 million in the latest contract, which is for a shorter period of service, albeit with some expansion in the scope of the requirement. The Department used independent consultants to benchmark the price, which was not tested in competition and appears very expensive for what is being provided. The Department was nevertheless unable to say how ICL's price for the infrastructure element of the Libra project was constructed and we remain unconvinced that £232 million was a fair price to pay. More thorough analysis is needed before departments agree to pay more than twice the tender price.

On the accuracy of evidence

11. The Accounting Officer told us that he had been less forthcoming than he might have been at the Committee's hearing on 24 June 2002 because some of the matters under consideration were commercially confidential. Evidence supplied at the Committee's hearings needs to be accurate and complete. Where a department feels that it cannot put evidence in the public domain on the grounds of commercial

confidentiality, it should make the position clear so that the Committee can consider whether to take evidence in closed session.

Formal minutes

Monday 20 October 2003

Members present:

Mr Edward Leigh, in the Chair

Mr Richard Bacon

Mr Ian Davidson

Mr Brian Jenkins

Jim Sheridan

Mr Gerry Steinberg

Mr Alan Williams

The Committee deliberated.

Draft Report (New IT systems for Magistrates' Courts: the Libra project), proposed by the Chairman, brought up and read.

Ordered, That the Chairman's draft Report be read a second time, paragraph by paragraph.

Paragraphs 1 to 26 read and agreed to.

Conclusions and recommendations read and agreed to.

Summary read and agreed to.

Resolved, That the Report be the Forty-fourth Report of the Committee to the House.

Ordered, That the Chairman do make the Report to the House.

Ordered, That the provisions of Standing Order No. 134 (Select Committees (Reports)) be applied to the Report.

Adjourned until Wednesday 22 October at 3.30 pm

Witnesses

Monday 10 February 2003

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Sir Hayden Phillips GCB, Lord Chancellor's Department, **Mr Ian Magee CB**,
Court Service Agency, and **Mr Richard Christou**, Fujitsu Services

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