

Call for proposals to let Windmill Gardens Stay and Play One O' Clock Club, Blenheim Gardens, London, SW2 5DA

This document is about the letting of Windmill Gardens One O'Clock Club and how you can apply. The One O'clock Club is located next to to The Windmill Centre, within the picturesque Windmill Gardens, next to the playground.



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1. Overview of property & open days

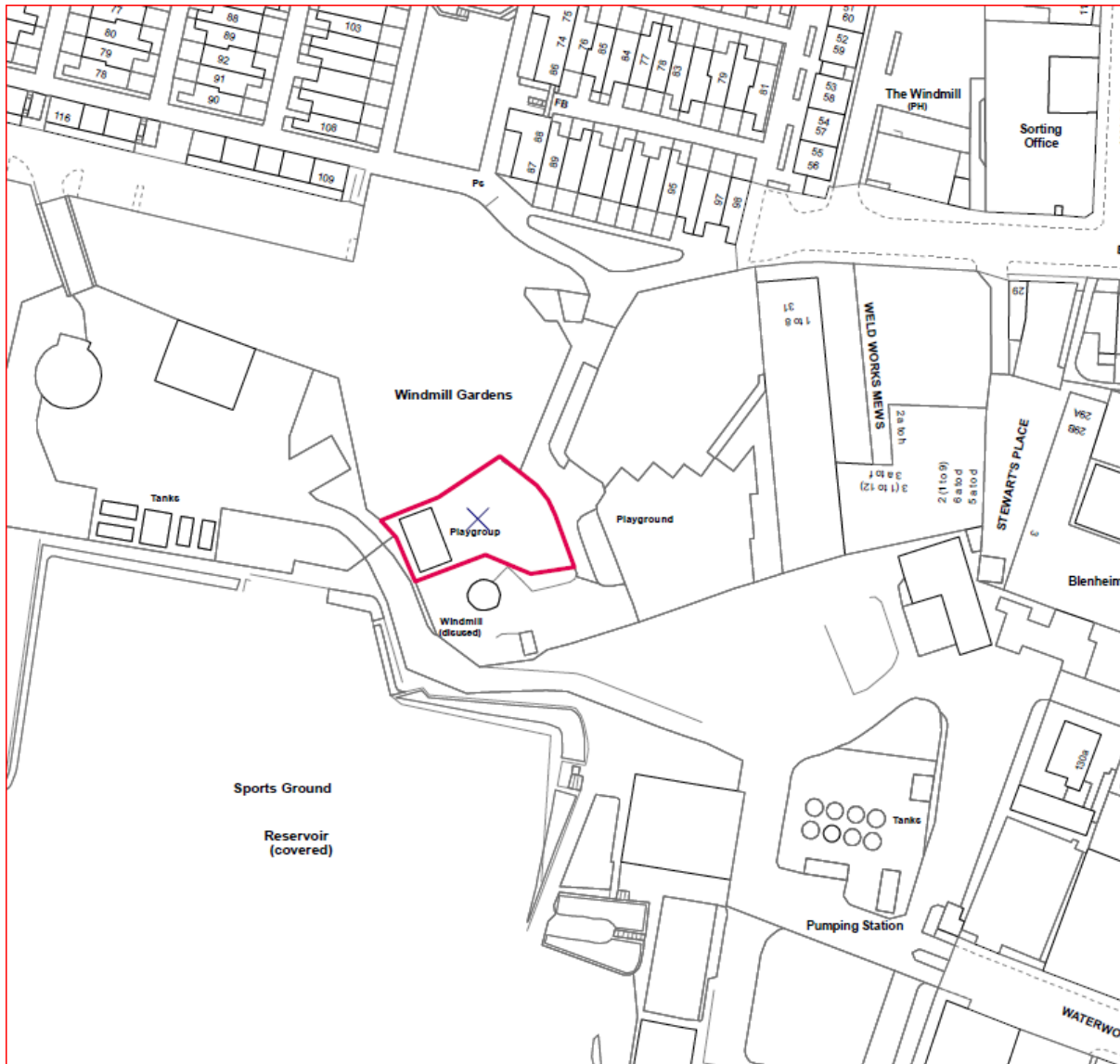
The One O'clock Club building is within Windmill Gardens and is easily accessible directly from Blenheim Gardens, off Brixton Hill, or via footpaths leading through to Windmill Gardens.

The property is a single storey wooden clad building with a pitched roof and has a hard surface and large grass play area with outdoor play equipment, covered storage and secure outdoor storage facility. The interior of the premises is a large main hall, kitchen, toilet with disabled access with baby change, children's toilet, and large storage room.

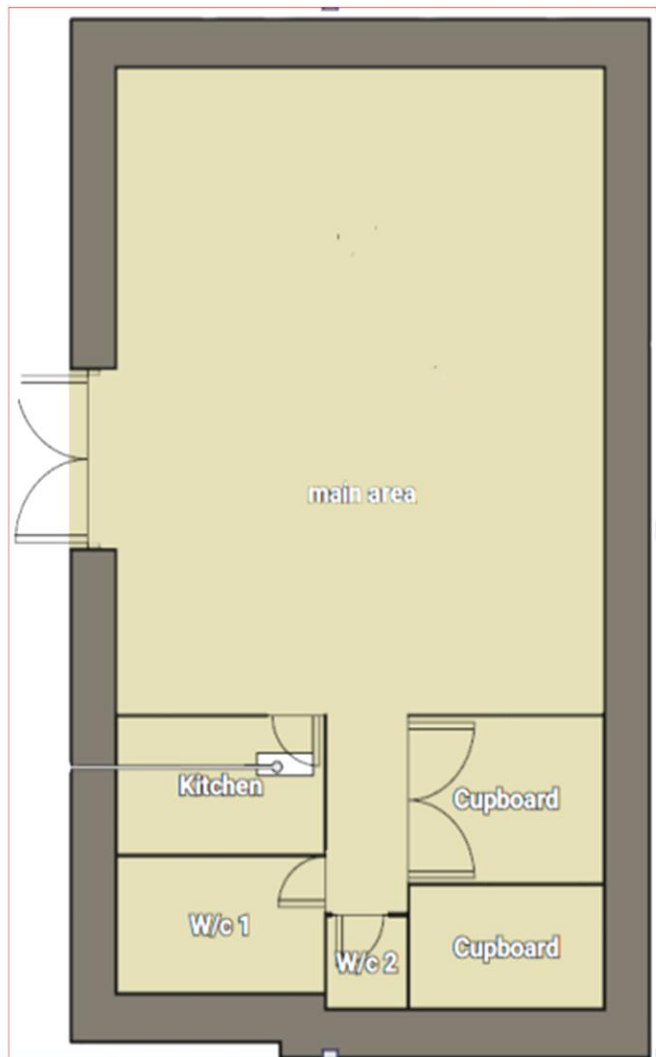
Three sets of shutters are located to the front which provides good security at night and keeps the property light and airy during the day, giving easy inside-outside play access

The building is set in enclosed Windmill Gardens grounds, the area to be leased is shown within the red edged boundary below. The floor plan shows the layout. The gross internal area is estimated to be 68.83 square metres (740 square feet).

Plan of leased area (edged red)



Floor plan



The Energy Performance Asset Rating for this building is 'B'.

All applicants should view the premises and undertake their own surveys, inspections and measurements.

The premises will be open for viewings by appointment on Tuesday 8 and Wednesday 9 June 2021.

You can [book an appointment via Eventbrite](#).

During the visit, we'll ask you to keep to a maximum of 2 people per viewing, ensuring you are wearing a face covering and maintaining social distancing in line with guidance.

2. Permitted use and community service agreement

Expressions of interest are being sought from organisations that can offer a proposed use of the premises that supports our aims and objectives, as set out in the [Children and Young People's Plan 2018-22](#).

Preference will be given to applicants that submit an application that supports the objectives of our Better Start programme. However, we do not have a sufficiency need for early years childcare to be delivered from this premises.

We're looking for tenants that want to maximise use for the premises for early years and youth activity, and to encourage community use and community engagement. The lease terms will permit hiring of the premises for purposes consistent with the main use, the community uses and the planning use.

The premises should be available for use every weekday and at weekends.

We need the following weekly sessions be run at the premises:

- A minimum of 3 free, open access stay and play sessions for children aged 0-4 and their parent carers. These sessions should be delivered in line with the Early Years Foundation Stage curriculum and accessible to all babies and children aged 0-4 attending with their parents and carers, including those with additional needs.
- A minimum of 3, free open access youth activities for children and young people.

If the premises is hired to other providers, the expectation would be for voluntary sector groups to be charged at a nominal rate for an average of 2 sessions per week.

All applicants should complete a tender application form saying how they propose to use the premises and how they propose to engage with the community. This tender application will form the basis of a Community Service Agreement between the council and the tenant.

The planning use for the premises is considered to in be Class D1 of the Town and Country Planning Act Use Class Order.

At least one member of staff supervising stay and play sessions should have a relevant professional qualification in delivery of early years services and be equipped to plan and deliver services in line with the Early Years Foundation Stage curriculum. They should also have health and safety and safeguarding certification.

3. Lease terms

The following are the proposed lease terms for the incoming tenant and are subject to contract and Lambeth Council approval.

Property	Windmill Gardens One O' Clock Club.
Term	New 10-year Lease commencing on the date of completion.
Rent	The rent is to be waived in accordance with the provisions of a letter of comfort. The rent is exclusive of business rates and all other outgoings. These are the responsibility of the tenant.
VAT	The property is not elected for the purposes of VAT.
Landlord & Tenant Act 1954	The provisions of sections 24-28 of the Landlord & Tenant Act 1954 (relating to security of tenure) are to be excluded from the lease.
Break Clause	A break option for both the landlord and tenant providing 6 months' notice.
Repair	The tenant will be responsible for keeping the premises in good and tenable repair and condition throughout the term at the tenant's own expense and on expiry or termination shall hand the premises in that condition to the council.

Decorations	These are the tenant's responsibility. The decoration is to be undertaken when necessary and 5 yearly.
Alterations	These are not permitted except for internal non-structural alterations with the landlord's prior written consent which is not to be unreasonably withheld.
Assignment and subletting	The tenant will not be permitted to assign or sublet the premises. Hiring of the premises will be permitted provided the tenant does not hire on terms that create a relationship of landlord and tenant and on the basis that no exclusive possession is granted.
Use	The premises may be used for the purposes proposed by the tenant and agreed by the council prior to the grant of the lease and in accordance with the tenant's submitted business plan. The premises may be used for any ancillary services reasonably considered to provide wider community benefit on a not-for-profit basis. The property must be used in a safe and efficient manner in accordance with good practice for delivery of the activities in line with the Early Years Foundation Stage curriculum, children's services, play provision and community buildings. The premises shall not be used in such a way as to cause a nuisance, annoyance, or disturbance. The landlord reserves the right to impose reasonable restrictions on hours of use of the premises.
Refuse	The tenant will be required to enter into a trade agreement for the disposal of refuse from the premises.
Insurance	The landlord insures and the tenant pays the premium for the building insurance. This does not include tenant's content insurance, which is the responsibility of the tenant. The tenant will be required to put in place third party and public liability insurance.
Indemnity	The tenant to indemnify and keep indemnified the council against any claim arising out of the tenant's use and occupation of the said property.
Re-entry	A provision for re-entry by the council in case of bankruptcy, breach by the tenant of any of the covenants to be contained in the lease or fundamental breach. Fundamental Breach will be defined to include failure in safeguarding, RoSPA inspection of play equipment and health and safety compliance.
Inspection and Access	The tenant to allow the council, its employees or agents access to the premises at all reasonable times, except in case of emergencies, for the purpose of inspection.
Letter of Comfort	The rent will be waived in accordance with the letter of comfort while the tenant uses the premises for the purposes agreed with the council and as set out in the lease and business plan.
Legal Costs	Each party will be responsible for their own legal fees.

4. Due diligence – organisational standing

New organisations

- Three references
- 3-5 years income and expenditure model

A credit check will be undertaken in the event your application is successful.

Existing organisations

- 3 years accounts
- 2 references

A credit check will be undertaken in the event your application is successful.

5. Selection criteria

If you're interested in this opportunity you need to [complete the tender application form](#).

The criteria:

1. Evidence that you are a sound organisation with a track record of delivering successful early years and youth activities, or, if you are a new organisation, details of how the prior skills, knowledge and experience of the management team will enable you to deliver a successful offer for children and young people which includes three free stay and play sessions for children aged 0-4 and 3 free youth activities per week. 20% weighting toward the overall assessment.
2. Details about the services you propose to deliver from the building, highlighting how these will support the Better Start aims and objectives of the our [Children and Young People's Plan 2018-22](#). This should include a draft weekly timetable setting out how the building will be utilised. The council does not have a sufficiency requirement for the delivery of early years childcare from this building. 20% weighting toward the overall assessment.
3. Details about how you will engage the community to ensure that the services provided are co-produced and meet local need, with a focus on engaging and supporting families who are most disadvantaged. 20% weighting toward the overall assessment.
4. A brief financial proposal for the first three years showing your anticipated expenditure, including set up costs, running of services and ongoing maintenance of the premises: and an income forecast showing how you would seek to raise the finance to maintain this. 20% weighting toward the overall assessment.
5. Evidence that you understand the requirements of safeguarding and details of how you would apply this in practice, including detail of who within the organisation would have responsibility for insuring it is maintained. 10% weighting toward the overall assessment.
6. Evidence of your understanding of the policies and procedures you will need to have in place to successfully and safely manage early years and youth services within the building. This should include consideration of the requirements to run open access stay and play sessions for children aged 0-4 and their parents and carers and 3 free open access youth activities per week.

6. Evaluation and scoring

Members of the evaluation panel will use a 0-5 matrix for scoring; 0 being lowest and 5 being highest. The supplier's submission is reviewed upon the quality and amount of relevant information submitted.

Score	Rating	Description
0	No Response	No proposal has been received
1	Unacceptable	<p>A proposal at this rating:</p> <ul style="list-style-type: none"> • Builds very little or no confidence that the tenderer can deliver the requirements due to insufficient evidence of relevant ability, understanding, skills, resources and quality measures • Builds very little or no confidence that the tenderer's approach/solution will deliver the requirements due to insufficient evidence or an inappropriate approach/solution
2	Poor	<p>A proposal at this rating:</p> <ul style="list-style-type: none"> • Raises reservations that the tenderer can deliver the requirements due to insufficient evidence of relevant ability, understanding, skills, resources and quality measures • Raises reservations that the tenderer's approach/solution will deliver the requirements due to insufficient evidence or an inappropriate approach/solution <p>A response at this rating includes reservations which cannot be easily resolved with the tenderer pre-contract award (i.e. changes which would distort the competition) or during the contract term without impacting time, quality or cost.</p>
3	Acceptable	<p>A proposal at this rating:</p> <ul style="list-style-type: none"> • Confirms that the tenderer can deliver the requirements through evidence of relevant ability, understanding, skills, resources and quality measures • Provides an acceptable approach/solution to delivering the requirements utilising standard strategies, plans, tools, methods or technologies <p>An acceptable response may include minor reservations that can easily be resolved with the tenderer pre-contract award (i.e. changes which would not distort the competition) or during the contract term without impacting time, quality or cost.</p>
4	Good	<p>A proposal at this rating:</p> <ul style="list-style-type: none"> • Builds confidence that the tenderer can deliver the requirements through evidence of relevant ability, understanding, skills, resources and quality measures • Provides a good approach/solution to delivering the requirements utilising appropriately tailored strategies, plans, tools, methods or technologies <p>A good response may include a small number of minor reservations that can easily be resolved with the tenderer pre-contract award (i.e. changes which</p>

		would not distort the competition) or during the contract term without impacting time, quality or cost.
5	Excellent	<p>A proposal at this rating:</p> <ul style="list-style-type: none"> • Builds a high level of confidence that the tenderer can deliver the requirements through evidence of relevant ability, understanding, skills, resources and quality measures • Provides an exceptional approach/solution to delivering the requirements utilising appropriately tailored and at times innovative strategies, plans, tools, methods or technologies <p>An excellent response should not include any reservations.</p>

Evaluation

The plan will initially be examined by an evaluation panel. This will consist of officers of the council with experience of working with early years providers and voluntary sector organisations managing council assets. They will undertake an assessment using the above scoring sheet.

The assessment will be calculated by multiplying the agreed panel score by the weighting given to that section. For example, if it is felt that your application response to an individual question is of a 'good' standard, you will receive a **4** which will then be multiplied by **20%**, which reflects the weighting allocated to that section, giving a total score of **80** points for that section. So, **4*20%= 80**. The overall score will then be calculated using the same calculation for all the criteria.

All bidders will be expected to reach a minimum score of **3** on all criteria otherwise their application will not be taken any further.

When applications that do not reach the minimum score requirements have been excluded, the panel will have a shortlist of potential providers.

If the shortlist contains more than 7 potential providers meeting minimum criteria, only the 7 highest scoring applications will be taken forward to the next stage, which is the panel interview.

Up to a maximum of 7 organisations will be invited to panel, where they will be expected provide a short presentation showing how they will put their plan into operation and undertake a brief Q&A. The panel will then score the presentation against the same criteria using the same scoring process. The two panels will each count 50% toward the final score.

Rent waiver

The property will be provided with the rent waived for the duration of the lease. The condition of this is that the provider enters into and complies with a Community Service Agreement (CSA) which will set out the basis for that agreement.

Submission of tender application forms

All tender application forms must be submitted via email to youthandplaytenders@lambeth.gov.uk subject heading: Windmill Gardens by 11.59pm on Monday 22 June 2021. Applications received after this date or by post will not be considered.

This will be based upon the time the email is received rather than sent. In the event of any dispute over time the council reserves the right to use discretion in determining if the plan goes forward, however the applicant will be responsible for producing evidence of despatch.

Timescale

The timescale for this process is as follows:

Event	Date
Date process opens	17 June 2021
Date for site visits by appointment only. Appointments must be booked in advance via Eventbrite . Please wear a face covering, use hand sanitiser and maintain social distancing.	8 and 9 June 2021
Date for request for additional information	18 June 2021 at 12.00pm
Date for submission of tender applications	22 June 2021 at 11.59pm
Date for initial evaluation of applications	23 June 2021
Date of panel evaluations	30 June 2021
Notification of outcome to all providers	2 July 2021

We'll tell applicants if this timescale changes.

Mobilisation

The successful provider will be expected to be operating services within 3 months of the date of notification. In the event this is not possible, the council reserves the right to withdraw its offer and consider the next successful applicant if their plan has met the criteria above.

Questions

All questions or queries relating to this process must be made by email and should be sent to youthandplaytenders@lambeth.gov.uk subject heading Windmill Gardens and must be received by Tuesday 18 June at 12pm. The mailbox will be reviewed weekly at 12pm on a Friday, and responses sent that afternoon. We reserve the right to share the answer to questions with all applicants where we deem the response to be of material interest to all applicants.

Misrepresentation Act 1967: The London Borough of Lambeth gives notice that: 1. These particulars do not constitute, nor constitute any part of, an offer or contract. 2. None of the statements contained in these particulars as to the property are to be relied on as statements or representations of fact. 3. Any intending purchaser or lessee must satisfy himself by inspection or otherwise as to the correctness of each of the statements contained in these particulars. 4. The London Borough of Lambeth does not make or give, nor does any person in their employment have any authority to make or give, any representation or warranty whatever in relation to this property. The Business Protection from Misleading Marketing Regulations 2008: These details are believed to be correct at the time of compilation but may be subject to subsequent amendment. August 2020.