



# Call for Registrations of Interest (ROI)

by Waikato-Tainui for Construction Services to the Hopuhopu  
Amenity Block Building Project

ROI Release: 29th February 2024

Enquiry Deadline: 15th March 2024

Registration Deadline: 4th April 2024

## The Opportunity

**Waikato-Tainui** is the operational entity which manages tribal affairs for over 80,000 of its members. The governance structure is made up of two representatives from each of the 68 marae, which act as its parliament and is known as Te Whakakitenga o Waikato. Te Whakakitenga appoints an executive committee known as Te Aratuara which sets the strategic direction of the organisation. Te Aratuara includes one representative from Te Tari o Te Kiingitanga, known as the Kaahui Ariki Representative.

Waikato-Tainui through its founding settlements and through the monitoring of outstanding claims, has built a solid financial foundation to achieve the long-term vision for our people to live [Whakatupuranga 2050](#). Our success will be measured by our fluency in te reo Maaori, our strength in tikanga, our commitment to Kiingitanga, and living in a healthy, financially secure, environmentally conscious and socially sound way.

**Nгаа Tikanga o te Kiingitanga** provide a strong foundation for Waikato-Tainui operational activity. The Kiingitanga continues to maintain its primary goals to cease the sale of land, to unify iwi and to provide a springboard for the preservation of Maaori culture in the face of colonisation and intergenerational trauma. Waikato-Tainui draws on the following values and principles of the Kiingitanga;

Whakaiti – Humility  
Whakapono – Trust and Faith  
Aroha – Love and Respect  
Rangimarie – Peace and Calm  
Manaakitanga – Caring  
Kotahitanga – Unity  
Kotahitanga – Collaboration

**Our Vision** draws from the wisdom of Kiingi Taawhiao. We are descendants of voyagers and pioneers and continue the journey of our tupuna that requires the best of ourselves with our sights on a better future for our mokopuna.

*Maaku anoo e hanga tooku nei whare  
Ko ngaa pou oo roto he maahoe, he patatee  
Ko te taahuhu, he hiinau Me whakatupu ki te hua o te rengarenga  
Me whakapakari ki te hua o te kawariki.*

*I shall fashion my own house  
The support posts shall be of maahoe, patatee  
The ridgepole of hiinau  
The inhabitants shall be raised on rengarenga Nurtured on kawariki.*

We want to be an iwi that is strong in te reo Maaori and tikanga, and an iwi that aspires to the heights of excellence and leadership. We will support our membership to enable their true potential and will be an iwi that grows its hard-won estate and cares for its natural resources. An iwi with marae that are self-sufficient and people who are socially and economically successful.



## 1. About the Project

[Whakatupuranga 2050](#) identifies the establishment of Hopuhopu as the tribe's administrative, social, recreational and knowledge 'hub'. The vision for the Hopuhopu Innovation Hub (HIH) development is for an integrated and holistic approach to achieving the social, economic, environmental, and cultural aspirations of Waikato-Tainui.

The strategy is to deliver a unique, vibrant, interconnected, living, working, and learning community inspiring unity, collaboration, and innovation. The Project Design Principles (Key Design Objectives) are as follows;

### Connecting People Culture & Place

- Uniquely Waikato-Tainui
- Connects us to each other, to the community and to the world
- Connects our past, present and future

### Celebrating the Whenua

- Strengthen connection to people, land and awa
- Restoring and healing the land and its ecology
- Take our place as Kaitiaki

### Welcoming you Home

- Welcoming and unifying environment
- Safe, approachable, easy to navigate
- A 'complete community' that can grow over time

### Nurturing a Resilient Community

- Promote diversity and support agility across the precinct
- Create access to learning, working and living opportunities
- Design for future growth and long-term sustainability

In September 2020 a Site Options Summary document was prepared that identified the key design objectives and principles, together with three high-level concept options. These agreed options include;

- Sports & Recreational Facilities
- Iwi Administration
- Social and community housing
- Whare Taonga
- Nursery and eco education
- Business incubators

In March 2021 a HIH Direction Planning Overview (Master Plan) was completed.

## 2. Registration of Interest

This Call for Registration of Interest (ROI) is an invitation to submit an ROI for Building Construction Services relating to the construction of the *Amenity Block Building* Project.

This ROI is the first step in a multi-step procurement process, which embeds the social procurement objectives of Waikato-Tainui. After the evaluation of ROI submissions, shortlisted respondent/s will be invited to respond to a Request for Proposals (**RFP**). The RFP will contain details relating to specific project requirements and timeframes, together with contract terms and conditions for the construction contract.

## 3. Key Information

Waikato-Tainui is looking for a lead building constructor with skills, knowledge and expertise to construct the building including installing the required building services utilising the skills and expertise of Waikato - Tainui tribally affiliated services providers.

The Timeline for this ROI is as follows:

- ROI issued: 29<sup>th</sup> February 2024
- Deadline for Questions from Respondents: 15<sup>th</sup> March 2024
- Deadline for Registrations: 4<sup>th</sup> April 2024
- Shortlisted Respondents notified: 9<sup>th</sup> April 2024

Our Point of Contact is Trina Pohatu-McQueen at Waikato-Tainui.

E: trina.pohatu-mcqueen@tainui.co.nz

P: 0800 TAINUI

The Submission Requirements are as follows:

Completed Registrations must be submitted by email sent to the following address: trina.pohatu-mcqueen@tainui.co.nz.

Registrations submitted by post, courier or hand delivery will not be accepted.

## 4. Information to be Submitted

### 4.1 Whakapapa

An integral factor of success within the *Amenity Block Building* project is to ensure that tribal members contribute to the realisation of the project, and see themselves within the supply chain and eco-system of the project.

Applicants are encouraged to include in their registration of interest information on their own connection to Waikato-Tainui and their organisation's understanding of Waikato-Tainui, the principles of the Kiingitanga and how tribal members are a part of your organisation and their ongoing involvement.

### 4.2 Connection to the Project & Cultural Heritage

The following are our vision, mission and values of our organisation that uphold our cultural identity and direct our pathway to serve our tribal members and marae to achieve Te [Whakatupuranga 2050](#). Provide an overview on and demonstrate examples of how you might connect culturally to the following;

- "Maaku anoo e hanga tooku nei where". (Naa Kiingi Taawhiao). How might your company connect to this saying?

- “Kia Tupu, Kia Hua, Kia Puuaawai” – Mission. (Naa Te Puea). How might you connect to this saying?
- “Ngaa Uaratanga o te Kiingitanga” – Values. (Naa Te Wharetapu o Pootatau. How might you and your organisation connect to the values of the Kiingitanga?

### 4.3 Company Profile & Contact Details

Provide a brief overview of your organisation and/or all companies included in your submission. It should be clear which company is the lead or contracting entity.

- Type of organisation (e.g. trust, partnership, company, etc.)
- Trading name
- Full legal name (if different)
- Physical address
- Postal Address
- Registered Office
- NZBN number
- Website
- Puna Paakihi registered: Yes/No
- Point of contact, their position and contact details

Also provide details of your organisation’s team including organisational chart and a brief bio of key team members, their experience, qualifications, and details of Iwi affiliations. Describe any relevant experience or skills that members of your team could bring to the *Amenity Block Building* project. You should include CVs of key team members as an appendix to your Registration. CV’s should include information on whakapapa for Waikato-Tainui members.

### 4.4 Track Record – Experience & Social Outcomes

Describe the experience your organisation has in delivering main contractor building construction services which will be required for the *Amenity Block Building* project. Include examples of projects that may be similar in scale, complexity or function. Where relevant, identify members of your team who were involved in these projects, and their role.

Provide information on how your organisation would promote broader outcomes through your involvement with Waikato-Tainui on this project. This could include social, cultural, environmental and/or educational outcomes that contribute towards Waikato-Tainui’s long-term vision for our people, captured in [Whakatapuranga 2050](#).

### 4.5 Health & Safety

Describe how your organisation manages health and safety, and provide details of the following:

- Do you have a documented Health and Safety Policy? If yes, please attach a copy.
- Provide details of company and/or individual health and safety accreditations, eg Site Safe
- First aid training and certificates
- Sustainability training or certificates

### 4.6 Insurance

Confirm and advise if your business carries for the following minimum values:

- Plant Insurance - \$50,000
- Public Liability Insurance - \$5,000,000 (with deductible not more than \$100,000)
- Motor Vehicle (Third Party Liability) - \$10,000,000
- Liability arising out of Vibration / Removal of Support - \$10,000,000



## Appendix A – Process, Terms and Conditions

### 1. Interpretation

#### 1.1 In this ROI:

- a) **Point of Contact** means the Point of Contact stated in Section 3 of this ROI.
- b) **ROI Documents** means this ROI and any and all documents and written information issued in relation to this ROI.
- c) **ROI Conditions** means these conditions as set out in this Appendix A.

### 2. Issue of ROI Documents

2.1 The issue of the ROI Documents is not an offer to enter into a contract.

2.2 The ROI Documents have been provided to assist Respondents in preparing Registrations. Waikato-Tainui does not represent or warrant the completeness or accuracy of the ROI Documents. Respondents rely on any information provided in relation to this ROI at their own risk and are responsible for the interpretation of that information. ROI documents remain the property of Waikato-Tainui.

2.3 The Point of Contact may be contacted with any questions in relation to this ROI. All questions must be received by the Deadline for Questions set out in the Section 3 of this ROI.

### 3. Ambiguities in the ROI Documents

3.1 Respondents may request an explanatory notice where the ROI Documents are ambiguous or unclear. All requests for explanatory notices must be received by the Deadline for Questions set out in Section 3 of this ROI.

3.2 In the absence of an explanatory notice, Registrations may be submitted subject to any reasonable interpretation of any ambiguity or uncertainty in the ROI Documents, provided that the interpretation is expressly stated in the Registrations.

### 4. Submission of Registrations

4.1 Registrations must be submitted and received by Waikato-Tainui on or before the Deadline for Registrations set out at Section 3 of this ROI. Waikato-Tainui reserves the right to extend the period allowed for the submission of Registrations.

4.2 Joint Registrations may be submitted. One of the Respondents to the joint Registrations must be identified as the contact point for all communications with Waikato-Tainui relating to the Registrations.

4.3 The cost of preparing and submitting a Registration, and the cost to the Respondent of any subsequent negotiations, meetings or discussions, will be borne by the Respondent.

### 5. Acceptance of Registrations

5.1 Waikato-Tainui may request any Respondent to clarify and/or adjust aspects of its Registrations and reserves the right to negotiate with any shortlisted Respondent/s with a view to proceeding to a competitive process or negotiate directly with one or more Respondent /s.

5.2 Short-listing of any Respondent does not constitute acceptance by Waikato-Tainui of that Respondent's Registration or imply or create any obligations on Waikato-Tainui to proceed to a competitive process or enter into any commitment to purchase any particular goods, works and/or services from the Respondent.

5.3 Waikato-Tainui reserves the right to:

- (a) shortlist none or any of the Registrations received;
- (b) waive any irregularities or informalities in the ROI process;
- (c) amend the ROI process or any associated documents;
- (d) suspend, withdraw or cancel, in whole or in part, the ROI process or withdraw the contract at any time;
- (e) enter into negotiations with one or more of the Respondents (short-listed or not);
- (f) request additional Registrations; and/or
- (g) proceed to the next procurement process of its choosing or not proceed to a competitive process at all;

without incurring any liability to any Respondent (short-listed or not).

## **6. Submission of response**

The Respondent warrants that:

- (a) all information it submits is complete and accurate in all material respects and is not misleading whether by omission or otherwise;
- (b) none of the information it submits breaches any third party's rights, including intellectual property rights, and the use of the information in relation to this ROI will not breach such rights;
- (c) it has not withheld any information potentially relevant to Waikato-Tainui's consideration of its response, including any actual or potential controversies, disputes or claims involving the Respondent; and
- (d) the foregoing warranties will remain true and correct during the period of any negotiations between the Respondent and Waikato-Tainui.

## **7. Notification of acceptance**

**7.1** Respondents will be notified of the outcome of this ROI.

**7.2** Unsuccessful Respondents may be offered a debrief at Waikato -Tainui's discretion.

## **8. Due diligence**

**8.1** As part of the ROI process, Waikato-Tainui, its advisors and/or nominees may carry out due diligence investigations of any Respondent that submits a Registration.

**8.2** Each Respondent agrees to fully co-operate with any due diligence activities (including providing all information which may be requested).

## **9. No obligations**

**9.1** No legal or other obligations will arise in relation to the conduct or outcome of this ROI process. For the avoidance of doubt, no process contract will apply to this ROI.

**9.2** No legal or other obligations will arise in relation to provision of the goods and/or services unless and until a formal written agreement for the provision of those goods, works and/or services is signed by Waikato-Tainui and the relevant Respondent.

**9.3** Waikato-Tainui and its agents or advisors will not be liable in contract, tort or in any other way for any direct or indirect damage, loss or cost incurred by the Respondent or any other person in respect of the ROI process, its conduct or outcome. To the extent that liability cannot be excluded, the maximum aggregate liability of Waikato-Tainui, its agents and advisors in connection with this ROI is limited to NZ\$1.

## **10. Method of evaluation**



**10.1** Subject to these ROI Conditions, it is intended that Registrations will be evaluated in accordance with the Evaluation Approach set out in Section 5 of this ROI. However, Waikato-Tainui reserves the right to depart from this at its sole discretion.

**11. Ethics**

**11.1** Respondents must complete and submit the Conflict of Interest Declaration set out in the ROI Documents.

**11.2** Waikato-Tainui reserves the right to exclude any Respondent from this ROI process if Waikato-Tainui becomes aware that the Respondent has:

- (a) any undeclared conflict of interest;
- (b) made any attempt to influence the outcome of the ROI process by canvassing, lobbying or otherwise seeking the support of any officers, consultants, advisors or elected representatives of Waikato-Tainui (whether before or after the issue of this ROI);
- (c) engaged in any practice that gives or is intended to give one or more Respondents an improper advantage over any other Respondent; and/or
- (d) engaged in any practice that is illegal or which Waikato-Tainui considers to be unfair or unethical (including collusion and secret commission arrangements).

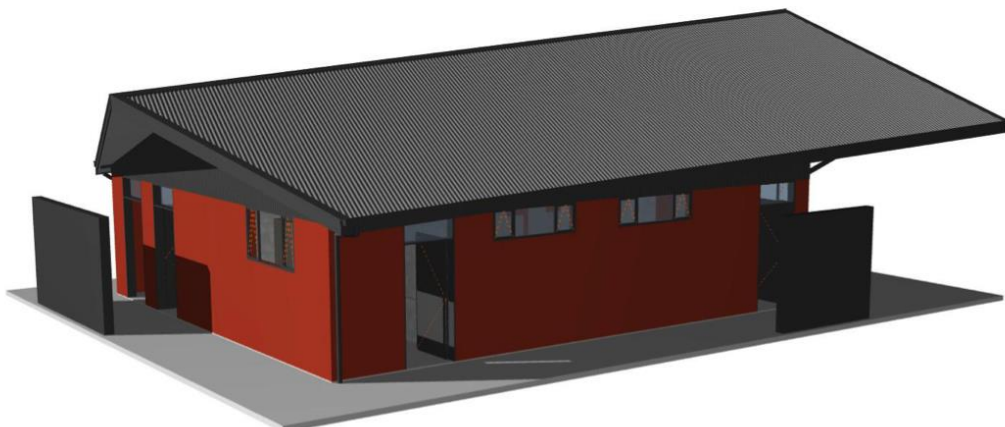
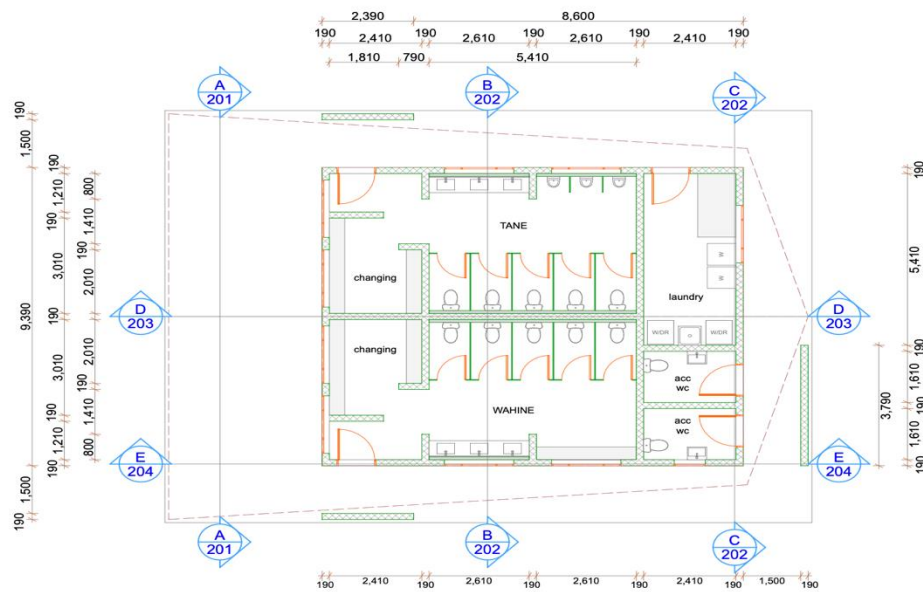
**12. Confidentiality**

**12.1** Respondents must not make any public statement regarding this ROI process without the express prior written consent of Waikato-Tainui.

**12.2** Waikato-Tainui may, if it considers it appropriate, require a Respondent to sign a confidentiality deed before releasing any confidential or commercially sensitive information to the Respondent. The Respondent agrees to sign the confidentiality deed, if requested.

**12.3** Waikato-Tainui reserves the right to exclude any Respondent from this ROI process if Waikato-Tainui becomes aware that the Respondent has breached any of the obligations set out in this clause 12.

## Appendix B – Amenity Block Building Concept Plans



## Appendix C – Declaration

Respondent's Declaration		
Topic	Declaration	Respondent's Declaration
<b>ROI Process, Terms and Conditions:</b>	I/we have read and fully understand this ROI, including the ROI Process, Terms and Conditions (shortened to ROI-Terms detailed in Appendix A. I/we confirm that the Respondent/s agree to comply with them.	[agree/disagree]
<b>Collection of further information:</b>	The Respondent/s authorises Waikato-Tainui to: <ol style="list-style-type: none"> <li>collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client</li> <li>check tribally affiliated team members against the Waikato-Tainui tribal register</li> <li>use such information in the evaluation of this Registration.</li> </ol> The Respondent/s agrees that all such information will be confidential to Waikato-Tainui.	[agree/disagree]
<b>Requirements:</b>	I/we have read and fully understand the nature and extent of Waikato-Tainui's Requirements as described in this ROI. I/we confirm that the Respondent/s has the necessary capacity and capability to fully meet or exceed the Requirements.	[agree/disagree]
<b>Ethics:</b>	By submitting this Registration the Respondent/s warrants that it: <ol style="list-style-type: none"> <li>has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor</li> <li>has not directly or indirectly approached any representative of Waikato-Tainui (other than the Point of Contact) to lobby or solicit information in relation to the ROI</li> <li>has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of Waikato-Tainui.</li> </ol>	[agree/disagree]
<b>Conflict of Interest declaration:</b>	The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this Registration, or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the procurement process the Respondent/s will report it immediately to Waikato-Tainui's Point of Contact.	[agree/disagree]
<b>Details of conflict of interest:</b>	[if you think you may have a conflict of interest briefly describe the conflict and how you propose to manage it or write 'not applicable']	[agree/disagree]

I/we declare that in submitting the Registration and this declaration:

- a) the information provided is true, accurate and complete and not misleading in any material respect
- b) the Registration does not contain intellectual property that will breach a third party's rights
- c) I/we have secured all appropriate authorisations to submit this Registration, to make the statements and to provide the information in the Registration and I/we am/are not aware of any impediments to enter into a Contract to deliver the Requirements.

I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the Registration may result in the Registration being eliminated from further participation in the ROI process and may be grounds for termination of any Contract awarded as a result of the ROI.

By signing this declaration the signatory below represents, warrants and agrees that he/she has been authorised by the Respondent/s to make this declaration on its/their behalf.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Full name:

\_\_\_\_\_  
Title/position:

\_\_\_\_\_  
Name of  
organisation:

\_\_\_\_\_  
Date:  
\_\_\_\_\_