

EOI Food & Beverage Opportunity Overseas Passenger Terminal & White Bay Cruise Terminal

1.1 Overview

Port Authority of New South Wales is seeking experienced, high-quality food truck hospitality operators to activate four premium waterfront locations with exciting and vibrant food and beverage offerings. These spaces provide a unique opportunity to operate in some of Sydney's most iconic settings, catering to a mix of cruise passengers, tourists, and locals.

We are looking for passionate operators who can deliver an outstanding experience, activate the space with creativity, and manage a high-volume, fast-paced environment while maintaining exceptional a high-quality offering and service standards.

1.2 The Opportunity

Port Authority is inviting Expressions of Interest (EOI) for the following **four separate** opportunities (each a Premise, and together the Premises):

1. Unique food cart/truck offering (Site 1) – Overseas Passenger Terminal (OPT) Southern Forecourt*

- A high-visibility location next to the wharf gate opening, with a steady flow of cruise passengers and visitors.
- Ideal for a premium food concept that serves as a point of difference.

The site is 15sqm (approx. 3m x 5m) of hard stand positioned in the Overseas Passenger Terminal Southern Forecourt (see Figure 1 in section 1.3.1 for Site Plan).

Details of the licence opportunity:

- ✓ To operate a food cart located within the Overseas Passenger Terminal
- ✓ 6-month term, commencing in September 2025, with the potential to hold over at Port Authority's discretion
- ✓ Power supplied
- ✓ Must operate on cruise ship days between 0600 – 1800 with ability to trade for extended hours outside this period.
- ✓ Able to operate in the evening beyond cruise ship hours, providing flexibility to cater to visitors, tourists and the general public as part servicing the nighttime economy.
- ✓ For the selling of items, including the displaying of items for the purposes of selling

2. Coffee Cart/truck (Site 2) – Adjacent to Fig Tree, OPT Southern Forecourt*

- A picturesque, shaded spot with a relaxed atmosphere, perfect for a coffee cart with a snack offering.
- This space lends itself to an engaging, destination-style offering that enhances the visitor experience.

The site is 15sqm (approx. 3m x 5m) of hard stand positioned in the Overseas Passenger Terminal Southern Forecourt (see Figure 1 in section 1.3.1 for Site Plan).

Details of the licence opportunity:

- ✓ To operate a food cart for the service of coffee, snacks and other offerings, located within the Overseas Passenger Terminal
- ✓ 6-month term, commencing in September 2025, with the potential to hold over at Port Authority's discretion
- ✓ Power supplied

- ✓ Must operate on cruise ship days between 0600 – 1800 with ability to trade for extended hours outside this period
- ✓ For the selling of items, including the displaying of items for the purposes of selling

***Condition – Temporary Relocation for Special Events (Sites 1 and 2)**

The successful operator acknowledges that Sites 1 and 2 may be required to temporarily relocate or adjust their setup to accommodate special events or operational requirements. Port Authority will provide advance notice where possible and work collaboratively with the operator to minimise disruption. Any relocation costs will be the responsibility of the operator.

3. Unique food cart/truck offering (Site 3) – White Bay Cruise Terminal Carpark (WBCT)

- A high-traffic location on cruise days. Exact location to be determined, the site will be in the vicinity of the White Bay Cruise Terminal carpark, depending on the requirements of the food cart.
- Ideal for a premium food concept that serves as a point of difference (must be very different to offering provided by the Coffee Kiosk (opportunity 4 described below)).

The site is 15sqm (approx. 3m x 5m) of hard stand.

Details of the licence opportunity:

- ✓ To operate a food cart located within the White Bay Cruise Terminal at a location to be confirmed.
- ✓ 6-month term, commencing in September 2025, with the potential to hold over at Port Authority's discretion - This opportunity is initially being awarded under the current terms, with the potential for an extension based on performance and operational requirements.
- ✓ Must operate on cruise ship days between 0600 – 1800– Ability to trade for extended hours outside this period.
- ✓ For the sale of items, including the displaying of items for the purposes of the sale of food

4. Coffee Kiosk – White Bay Cruise Terminal (WBCT)**

- The internal/external kiosk within WBCT, catering to passengers, crew, and visitors throughout the cruise season
- Requires a strong operator with experience in high-volume service to provide a welcoming and efficient experience.
- The opportunity is for an experienced operator to operate a kiosk under a non-exclusive licence within the WBCT on Cruise Days.

The kiosk is single level with a 185 square metre footprint, which comprises of:

- ✓ Front facing counter
- ✓ Food preparation area
- ✓ Storage
- ✓ Kitchenette with functioning water, power
- ✓ Internal seating area
- ✓ External seating area

Details of the licence opportunity:

- ✓ To operate a kiosk located within the White Bay Cruise Terminal
- ✓ 6-month term, commencing in September 2025, with the potential to hold over at Port Authority's discretion
- ✓ Ability to operate on cruise ship days between 0600 – 1800
- ✓ For the sale of items, including the displaying of items for the purposes of selling
- ✓ Availability of food preparation room

The WBCT is also offered as an event-hire venue for private events. The opportunity exists for the kiosk operator to directly engage with event organisers to cater to such dedicated events, which typically involve a greater volume of people.

* Some private hire-events at the WBCT will require exclusive use of the WBCT, which will require the kiosk to be closed. Port Authority will provide advance notice where possible and work collaboratively with the operator to minimise disruption. It is intended a rebate will be applied (based on a calculated daily rate proportionate to the annual licence fee), for periods in which trade is restricted as a result of this use.

Operators can submit an EOI for one, two, three or all four opportunities.

1.3 Premises Details

1.3.1 Overseas Passenger Terminal (OPT) – Southern Forecourt (Sites 1 and 2)

The Overseas Passenger Terminal currently facilitates the movement of up to a maximum of approx. 5000 passengers on, and 5000 passengers off, a ship during its time at berth. The live cruise schedule for the Overseas Passenger Terminal, which is published on the Port Authority website, provides up to date information on cruise ship arrival and departure times.

The Overseas Passenger Terminal is a first port of arrival for international cruise ship voyages and is available for 24/7 emergency access if required.

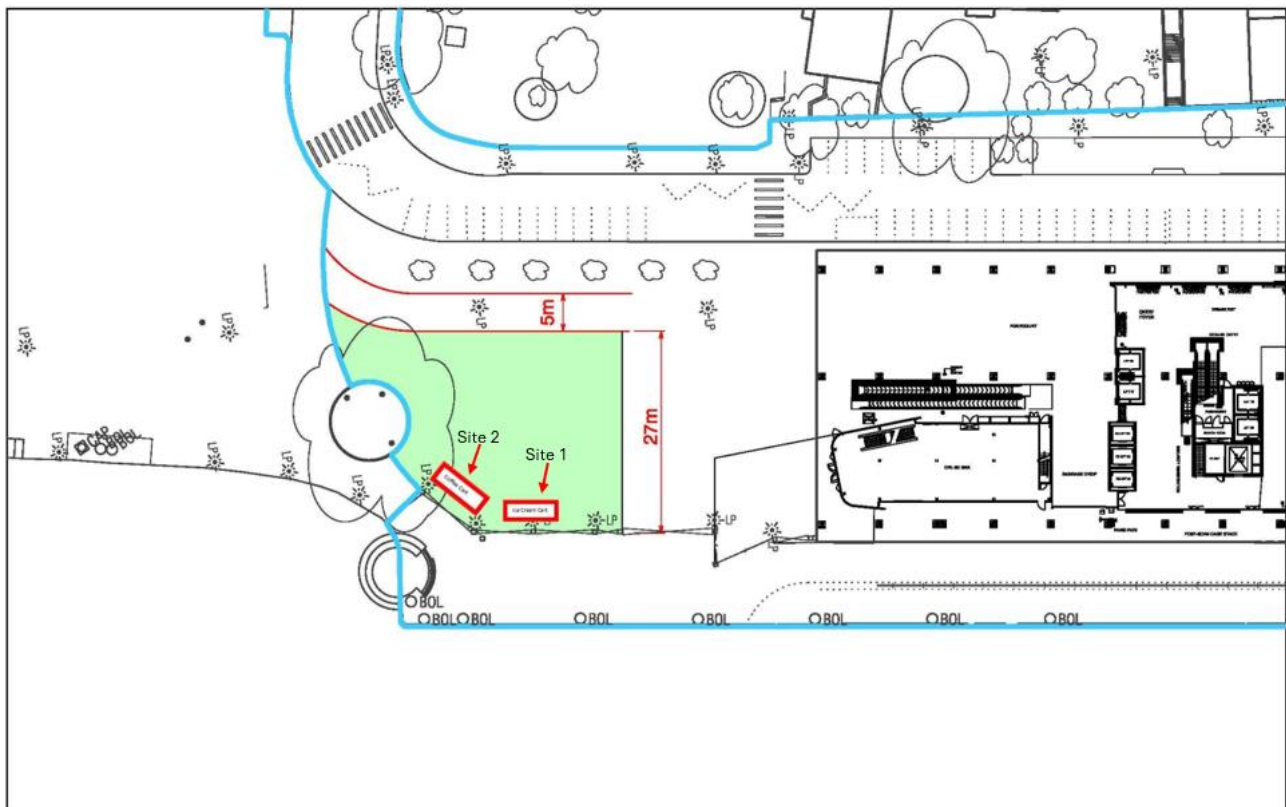
Location: Overseas Passenger Terminal - Corner of Argyle and George streets, Circular Quay West, The Rocks NSW 2000.

Foot Traffic: High volume of cruise passengers, tourists, and locals.

Space Options:

- Site 1: Unique food activation near the wharf gate opening
- Site 2: Café & food cart space adjacent to the fig tree

Figure 1: site plan for Sites 1 and 2 at the OPT



1.3.2 White Bay Cruise Terminal (WBCT) – (Site 3 and Coffee Kiosk)

The White Bay Cruise Terminal currently facilitates the movement of up to a maximum of approx. 3000 passengers on, and 3000 passengers off, a ship during its time at berth. The live cruise schedule for the White Bay Cruise Terminal, which is published on the Port Authority website, provides up to date information on cruise ship arrival and departure times.

The White Bay Cruise Terminal is a first port of arrival for international cruise ship voyages and is available for 24/7 emergency access if required.

Location: White Bay Cruise Terminal - 2, James Craig Road, Rozelle New South Wales 2039

Foot Traffic: Passengers and crew from multiple cruise lines.

Ideal Offering: A high-efficiency and high-quality kiosk capable of serving passengers quickly before boarding and disembarking.

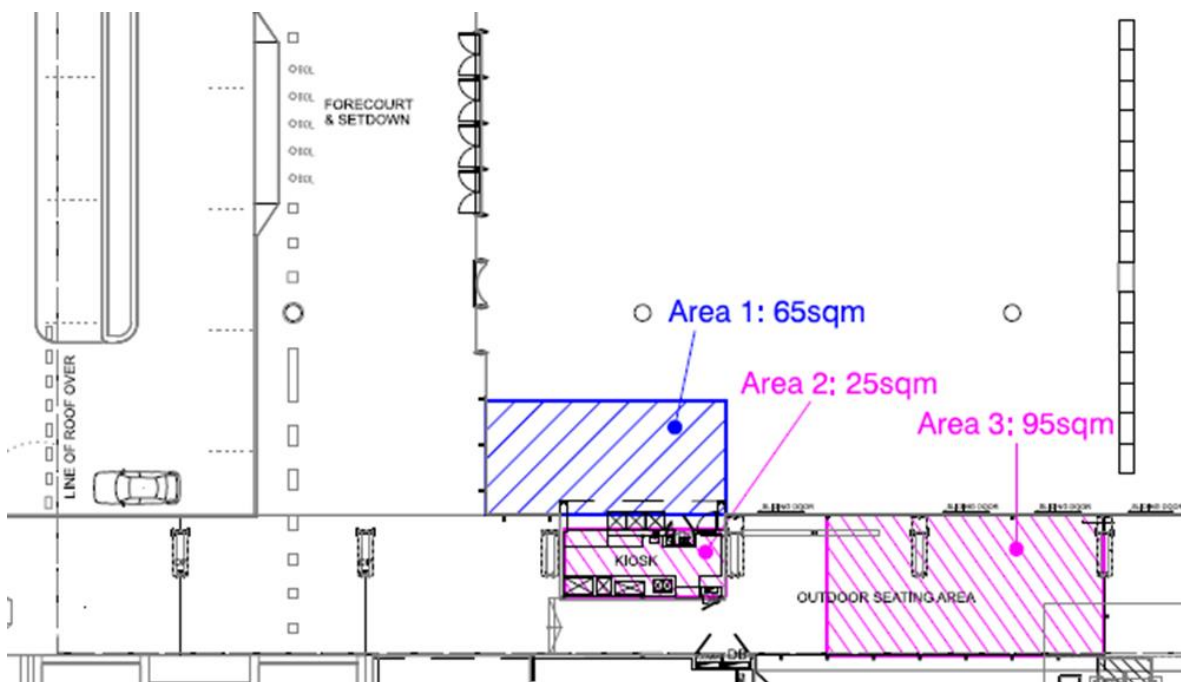
The offering is strictly a kiosk, not a café, due to specific operational and infrastructure limitations. Food preparation is restricted, as there are no exhaust fans, grease traps, or facilities to support cooking with an open flame. As a result, only pre-prepared or minimal-preparation items can be offered. Additionally, operators will be required to provide their own refrigeration units and display cabinets to accommodate their product offerings.

The Licence Areas at White Bay cruise Terminal include three distinct spaces:

- **Area 1 & Area 3:**
 - Bare floor plates offering flexibility for additional seating capacity and setup.
 - These areas must remain adaptable and easily cleared in the event of emergency cruise operations or large event needs.
- **Area 2:**
 - A dedicated preparation area equipped with water and power services.
 - Includes a kitchenette, bench space, and storage for equipment, furniture, and kiosk items.

Operators must ensure that the setup of these areas remains flexible and compliant with operational requirements.

Figure 2: site plan for the Coffee Kiosk at the WBCT



1.4 Process

Expression of Interest Opens: Monday 24 March 2025

Submission Closing Date: Friday 18 April 2025

To be Awarded: Friday 16 May 2025

Licence period: September 2025 - February 2026

How to Apply: email your expression of interest through to commercial@portauthoritynsw.com.au

Interested operators must submit:

- 1, A detailed proposal outlining their concept, experience, and business model including any value add or innovation.
- 2, A sustainability and operations plan.
- 3, Financial capability and commercial viability evidence.
- 4, A fee proposal setting out the amount the applicant is willing to pay for the site as part of their financial proposal.

Successful applicants will be shortlisted for a formal proposal review and potential site visit before final selection.

To select a **high-quality operator** that enhances the passenger and visitor experience, the following criteria will be assessed:

Criteria	What We're Looking For
Flair & Innovation	A unique, high quality and memorable offering that stands out—something beyond standard coffee and snacks. Does the operator bring a fresh, exciting concept?
Operational Excellence	A proven track record of smooth, reliable service with high-volume capability. Must demonstrate seamless logistics and customer service and have a proven ability to trade on cruise ship days during the specified hours.
Sustainability & Social Impact	Eco-conscious, sustainable operations with a commitment to reducing environmental impact. Bonus points for community engagement initiatives.
Financial & Commercial Viability	Competitive fee proposal, clear financial backing, a solid business model, and an ability to invest in enhancing the space (year of audited statements).
Customer Experience & Hospitality	Strong focus on customer service, atmosphere, and engagement. Does the operator create a welcoming and enjoyable space?
Activation & Growth Potential	Plans to activate the space beyond daily trade—seasonal specials, collaborations, or marketing initiatives that align with the location.

Preference will be given to operators who demonstrate a strong ability to create a unique and engaging offering, deliver seamless and efficient operations, maintain a financially sound and sustainable business model, and provide an outstanding customer experience. We are looking for businesses that bring creativity, reliability, and a commitment to excellence, ensuring a high-quality service that enhances the overall atmosphere and visitor experience at our locations. We are seeking operators who can attract foot traffic, create a buzz, and bring energy to the location while delivering an exceptional food and beverage experience.

Please Note: This opportunity is being awarded as a result of the Expression of Interest (EOI) process, and we will not be proceeding to a formal request for lease and licencing proposal process. The decision will be made based on the submissions received through the EOI, and Port Authority will be moving forward with the selected party accordingly.

1.5 Terms and Conditions of Submitting an EOI Response

By lodging an EOI Response, the Respondent irrevocably agrees to the following terms and conditions:

1. Notwithstanding any other provision of these EOI Conditions, Port Authority reserves the right, in its sole discretion and without limiting any other right which Port Authority may have under this EOI or otherwise, to do any one or more of the following at any time:
 - a) vary, supplement, update or amend the EOI and any part of the process outlined therein, including by extending the Closing Date and Time;
 - b) consider or refuse to consider any EOI Response which:
 - i) is lodged after the Closing Date and Time;
 - ii) does not conform with the EOI in any respect; or
 - iii) has been lodged by a Respondent who has not complied with the EOI;
 - c) change the place or method of lodgement for EOI Responses described in the EOI;
 - d) invite further or other persons to participate in the EOI or relating to the Premises;
 - e) communicate, in whichever manner it chooses, with a Respondent to discuss issues associated with the Selected Respondent selection process, or any other aspect of the EOI or processes relating to the Premises, and the Respondent must participate in any such communications as requested;
 - f) respond to any request from a Respondent. Answers to any such request may be issued by Port Authority in the form of a clarification document, in which case they will be publicly be made available and form part of the EOI. None of the Port Authority or the NSW Government will be liable for any request for clarification issued by the Respondent but not received for whatever reason;
 - g) waive any or all (in whole or in part) of the requirements or obligations under these EOI Conditions in respect of any Respondent or all Respondents;
 - h) use information held by Port Authority about a Respondent not provided by the Respondent for the purposes of evaluating its EOI Response;
 - i) apply such evaluation criteria and consider such other matters as it considers relevant in assessing an EOI Response, including applying such weight as it considers relevant, in its sole discretion, to any criteria applied in assessing an EOI Response or altering or varying any process or procedure regarding the consideration or the evaluation of any EOI Response or EOI Responses;
 - j) disclose any part of an EOI Response to any third party who is required to consider it in connection with the evaluation of that EOI Response or as required by law
 - k) utilise the services of advisors in conducting the evaluation process associated with the EOI;
 - l) reject any EOI Response lodged by a Respondent who has (in the sole opinion of Port Authority) breached any of the warranties it is required by this EOI to give, or engaged in any collusive tendering, anti-competitive conduct or any similar conduct with any person in relation to the preparation or lodgement of its EOI Response;
 - m) consider and shortlist a Respondent as a Selected Respondent, or reject any EOI Response and not shortlist that Respondent as a Selected Respondent;
 - n) negotiate with and enter into a contract relating to the Premises with any Selected Respondent or any other person (including someone other than a Respondent);
 - o) withdraw this EOI and / or not proceed with the licensing of the Premises (or any part thereof);
 - p) re-advertise for new EOI Responses or any other similar process (including, but not limited to, the intended RFLP process); or
 - q) take such other action as it considers, in its sole discretion, appropriate in relation to the EOI process.
2. No Respondent is entitled to:
 - a. enquire into the basis of Port Authority' exercise of a power or right under clause 1; or
 - b. a right to appeal, object to or make a claim against Port Authority in relation to:
 - i) the selection of a Respondent as a Selected Respondent for further negotiations or invitation to participate in a further process relating to the Premises (including, but not limited to, the intended RFLP process);

- ii) exclusion of a Respondent from such further negotiations or any invitation to participate in a further process relating to the Premises;
 - iii) any other decision, determination, assessment or analysis by Port Authority as part of the evaluation process; or
 - iv) anything else arising from or in relation to the EOI process, and the Respondent waives all rights to do so.
3. The Respondent must, in preparing and lodging its EOI Response, comply with all applicable laws, legal requirements and acceptable probity standards. Without limiting the application of this clause, the Respondent must not:
- a) collude with, accept any commission from, or offer any commission to any other Respondent;
 - b) disclose any part of its submission or any draft thereof to any other Respondent; or
 - c) offer any incentives, gifts or other favours to any person who is in any way involved with, in a position to influence, or capable of providing technical or other advice to, those who are involved in any way with the evaluation of submissions.
4. In considering whether to submit a EOI Response, Respondents must investigate:
- a) any relationship between the Respondent (its employees, partners or associated companies) and any organisation, individuals or associations which may have an interest in relation to the Premises; and
 - b) any relationship arising from work having been undertaken or currently being undertaken by the Respondent (its employees, partners or associated companies) for or on behalf of organisations, individuals, companies or associations which may have an interest in the subject matter of the Premises.
- If the Respondent identifies any of the relationships contemplated in this clause at any stage associated with the Premises, it must provide a statement which explains the general nature of the relationship and the manner in which the Respondent proposes to ensure that neither an actual conflict, nor the appearance of a conflict, arises.
5. EOI Responses are subject to the provisions of the *Government Information (Public Access) Act 2009 (NSW)* (GIPA Act). In accordance with:
- a. section 6 of the GIPA Act or otherwise at law, the EOI Response may be disclosed either in part or in whole if the EOI Response meets the definition of open access information.
 - b. section 9 of the GIPA Act or otherwise at law, members of the public have a legally enforceable right to access government information. Access applications may be refused if Port Authority can demonstrate that there is an overriding public interest against disclosure.
 - c. section 54 of the GIPA Act, Port Authority will take reasonably practicable steps to consult with the Respondent before providing any person with access to information relating to the EOI Response, if it appears that the Respondent may reasonably be expected to have concerns about the disclosure of the information and those concerns may reasonably be expected to be relevant to the question of whether there is a public interest consideration against disclosure of the information.
6. All documents comprising this EOI remain the property of Port Authority. All intellectual property rights contained in this EOI are and remain vested in Port Authority and any third party that has given Port Authority permission to incorporate them in this EOI.
7. Any EOI Response lodged with Port Authority is the property of Port Authority. By submitting a EOI Response, the Respondent grants Port Authority a royalty-free licence (and warrants that it has the right to grant such licence or will procure the grant of such licence) to use, copy, adapt, modify, reproduce, disclose or do anything necessary, at Port Authority's discretion, to all material or information (including material or information that contains any intellectual property rights, including moral rights, as that term is defined in the *Copyright Act 1968 (Cth)*), of the Respondent (or any person, entity or consortium comprising the Respondent) contained in a submission and in any other information or document it submits in connection with the EOI or in connection with the Premises, irrespective of any claim of intellectual property rights or confidentiality. The Respondent indemnifies (and will keep indemnified) Port Authority (and its

employees, agents and advisers) and the NSW Government against any claim, loss, cost, expense, damage or liability suffered or incurred by Port Authority or the NSW Government arising out of or in connection with the licence granted in this clause infringing or allegedly infringing any person's intellectual property rights or any author's moral rights.

8. Port Authority has developed a privacy management framework to comply with the Privacy Act. Through this EOI process, Port Authority will be collecting personal information of those individuals nominated as forming part of the Respondent's team. Any personal information collected by Port Authority will be used for the purpose of evaluating the Respondent's EOI Response and any subsequent process. The Respondent must give a copy of the following statement to each person nominated in its EOI Response as part of the Respondent's team:

Privacy - Statement by Port Authority of NSW

Port Authority of NSW is collecting personal information for the purposes of assessing an EOI Response submitted by the Respondent. Providing us with the requested information is not required by law, however if you choose not to provide us with the requested information, we may not be able to evaluate the Respondent's EOI Response.

Your information will be handled in accordance with the Privacy Statement located on our website at [privacy-statement.pdf \(portauthoritynsw.com.au\)](https://portauthoritynsw.com.au/privacy-statement.pdf).

You may request access to your information at any time. To access or update your personal information, or for more information on our privacy obligations, see our [website](https://portauthoritynsw.com.au) or contact the Privacy Coordinator at compliance@portauthoritynsw.com.au or (02) 9296 4999.

9. The Respondent warrants to Port Authority that:
- a) the information contained in its EOI Response is accurate and complete as at the date on which it is submitted (except insofar as any information is not known to the Respondent), and may be relied upon by Port Authority in determining whether or not to select the Respondent for further consideration relating to the Premises, including shortlisting as a Selected Respondent; and
 - b) it will promptly inform Port Authority of any changes in circumstances within its knowledge that may cause the information contained in its EOI Response to become inaccurate or incomplete in any respect.
10. The Respondent acknowledges and agrees that:
- a. this EOI is not an offer, but is an invitation to treat and must not be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person, or as creating any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon other legal or equitable grounds;
 - b. no binding contract (including a process contract) or other understanding (including, without limitation, any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds) relating to the Premises will exist between Port Authority and any Respondent unless and until, an express contractual arrangement in respect of the Premises is executed in writing by the Respondent and Port Authority;
 - c. Port Authority makes no warranty or representation and does not assume any duty of care to the Respondent, including that the information, data and documents in the EOI are accurate, adequate, suitable or complete and that Port Authority has no responsibility for interpretations placed on the information, data and documents by the Respondent or any other person;
 - d. no term or condition will be implied into this EOI;
 - e. the Respondent submits its EOI Response based on its own investigations and determinations and did not rely on the information and data contained in the EOI;
 - f. to the extent permitted by law, Port Authority is not bound by, and has no responsibility or liability for, any oral advice, representation or information given or furnished by or on behalf of Port Authority or

any of its officers, employees, advisers, contractors or agents with respect to the EOI or the Premises, whether given or made before or after the Closing Date and Time;

- g. the Respondent has no claim of any kind (whether in contract, at law or in equity) whatsoever against Port Authority or any of its officers, employees, advisers, contractors or agents, nor the NSW Government, arising from or in connection to a failure by Port Authority to provide information relevant to this EOI or the Premises, or Port Authority exercising or failing to exercise any of its rights under these EOI Conditions;
 - h. all costs incurred by the Respondent in any way associated with its involvement in the EOI, including preparation of a EOI Response, will be borne entirely and exclusively by that Respondent, including of the preparation and submission of any EOI Response, including any amendments or requests for further information by Port Authority and of providing any additional information required by Port Authority; and
 - i. in no circumstances will Port Authority or the NSW Government be liable to the Respondent (whether the Respondent is successful or unsuccessful relating to the Premises) whether in contract, tort (including negligence or misrepresentation), under statute (to the extent permitted by law) or otherwise for any costs, losses, expenses, liabilities or damages incurred or suffered by the Respondent arising out of or in connection with:
 - i. its preparation and/or submission of a EOI Response; or
 - ii. its participation in or responding to any discussions, negotiations, interviews, enquiries or requests for details or information whether before or after the Closing Date and Time;
 - iii. its participation in the EOI process generally;
 - iv. Port Authority exercising or failing to exercise, in its sole discretion, any of its rights under this EOI or these EOI Conditions; or
 - v. anything that Port Authority does or fails to do as part of the EOI process, (including in the evaluation of EOI Responses), including the exercise, or failure to exercise, by Port Authority of any of its rights under these EOI Conditions.
11. These EOI Conditions are governed by and are to be construed according to the laws of New South Wales. The Respondent irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales (and the courts to which appeals from those courts may be made) with respect to matters arising under or in connection with these EOI Conditions and the Respondent's agreement to be bound by them.
12. Any acknowledgment or warranty given by the Respondent by submitting an EOI Response will also be taken to be given by the Respondent on behalf of its related bodies corporate within the meaning of the *Corporations Act 2001* (Cth).