

# EOI 2026/CCS1: Botany Bay Boat Ramp Food & Beverage, Ice vending, and Fishing Essentials Kiosks

## 1.1 Overview

Port Authority of New South Wales (the Principal) is inviting Expressions of Interest from experienced and high-quality operators in the fields of food and beverage, and fishing essentials (including bait and tackle, and ice vending). We are offering exciting waterfront locations for one food and beverage operator, one fishing essentials provider, and an ice vending opportunity. A number of exciting locations are on offer for the food and beverage provider to choose from, with locations for the remaining providers in prime locations relative to their target markets.

These sites present a unique opportunity to activate vibrant, community-focused spaces within some of Sydney's most iconic harbour settings. The target audience is the local community— port workers, residents and recreational users who frequent the area for activities such as walking, lunch breaks, boating, and fishing.

We are seeking passionate operators who can deliver exceptional service, activate their space with creativity, and operate reliably during the hours the facility is in use. Respondents must demonstrate the ability to manage a high-volume, fast-paced environment while maintaining consistently high standards of quality and service.

Our objective is to support our port and wharfage service operations and users. The aim is to support the activities in the precinct in line with the uses and characteristics of the site in keeping with the special characteristics and purpose of the site.

## 1.2 The Opportunity

This Expression of Interest (EOI) invites kiosk operators to activate key locations at the Botany Bay Boat Ramp. The initiative aims to enhance the experience for users of this unique facility—serving recreational visitors, boating and fishing enthusiasts, and members of the community who frequent the area for exercise and leisure. This activation will contribute to the broader function and appeal of the port precinct.

### Local Community & Exercisers:

Not only is the Botany Bay Boat Ramp connected to the rest of the area by an extensive series of walkways and bike lanes, but the location forms the focal point of the daily routine of many residents—walking, running, bike riding, and dog walking. A coffee kiosk here would naturally become a part of that rhythm, offering a convenient and welcoming stop for locals to grab a morning brew, catch up with neighbors, or reward themselves after a workout.

### Nearby Workers:

The surrounding industrial and commercial zones bring a steady flow of workers to the area each day for lunch. Whether they're starting early shifts or taking mid-morning breaks, a coffee cart at the boat ramp offers a much-needed oasis for quality coffee and a quick bite. With limited café options nearby, this setup could become a go-to spot for workers seeking convenience without sacrificing quality.

### Foreshore Road:

Foreshore Road is a major artery for container trucks, port and dock workers, as well as commuters heading through, to and from Port Botany. Drivers often face traffic making quick access to good coffee and snacks a valuable amenity. A strategically placed food and beverage provider could serve as a reliable pit stop for road users needing a caffeine boost or a moment to recharge, especially during early morning or mid-day commutes.

### Fishers:

Botany Bay is a popular destination for recreational fishers, many of whom launch from the boat ramp in the early hours. A coffee cart operating from dawn could cater to this group with hot drinks, breakfast items, and even bait-friendly snacks. The kiosks could become a trusted part of their routine, offering comfort and convenience before they head out onto the water.

## Boaters & Water Enthusiasts:

From weekend sailors to jet ski riders and kayakers, the boat ramp attracts a diverse crowd of water users. Many arrive early and spend hours on the water, making a coffee cart an ideal spot to fuel up beforehand or unwind afterward. With scenic views and a relaxed atmosphere, the location lends itself perfectly to a casual coffee experience that complements the boating lifestyle.

The food and beverage, and the fishing essentials operators will be licensed to operate a self-supplied, removable kiosk (such as a truck, trailer or caravan). All infrastructure must be self-contained, including power, lighting, water, waste, and refuse management. The proposed set up (vehicles, trailers, ancillary equipment) must fit within the designated space. While carts may remain in situ when not in operation, operators must be prepared to relocate within the premises or off-site as required for maintenance, events, or other operational needs. The ice vending machine would remain in situ for the duration of the engagement. Please see below for more information.

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

### **1. Food and Beverage Provider – Botany Bay Boat Ramp (Location #1, #2 & #3)**

A high-quality and experienced operator is sought to support the port, boat ramp, local community, dog walkers, boating, recreational fishing and other visitors. The successful respondent will be able to choose a single site from a selection of site locations (#1, #2 or #3) subject to Port Authority approval after submitting an acceptable Risk Management Plan demonstrating amongst others that:

- They fit into the space (including potential patrons);
- They have considered environmental, product or service risks;
- They have considered measures and a layout to keep patrons and vehicles separated; and
- The successful respondent is expected to report on their dates of operation and provide an accounting of daily takings in an acceptable format.

Details of the licence opportunity:

- To operate a food and beverage service at Botany Bay Boat Ramp;
- A term of 181 days from commencement, (expecting to commence in September 2025), with potential to hold over at Port Authority's discretion (hold over extensions may trigger planning requirements);
- The service must be operational at least each Thursday, Friday, Saturday and Sunday for a minimum of 8 hours per day, regardless of public holiday, weekday or weekend. The service must be active on all public holidays;
- Additional trading days, extended hours, and split shifts are at the operator's discretion;
- For the sale of food and beverage items, both made on site and pre-packaged as allowed by regulations; and
- Operators must be fully self-sufficient (including removal of own and customer waste, water and power) and comply with all relevant health and safety, and environmental and other standards.

### **2. Boating and Fishing Essentials Provider – Botany Bay Boat Ramp (Location #4)**

This offering is intended to support the port, boat ramp, local recreational fishing and boating community with convenient access to bait, tackle, and other consumables, services and goods. The successful respondent will be required to submit a Risk Management Plan demonstrating amongst others that:

- They fit into the space (including potential patrons);
- They have considered environmental, product or service risks;
- They have considered measures and a layout to keep patrons and vehicles separated; and
- The successful respondent is expected to report on their dates of operation and provide an accounting of daily takings in an acceptable format.

Details of the licence opportunity:

- To operate a fishing essentials service at Botany Bay Boat Ramp;
- A term of 181 days from commencement, (expecting to commence in September 2025), with potential

to hold over at Port Authority's discretion (hold over extensions may trigger planning requirements);

- The service must be operational at least each Thursday, Friday, Saturday and Sunday for a minimum of 8 hours per day, regardless of public holiday, weekday or weekend. The service must be active on all public holidays;
- Additional trading days, extended hours, and split shifts are at the operator's discretion;
- For the display and sale of products such as bait, tackle, and other fishing and boating consumables;
- Services noted in the submission other than products sold noted in the successful respondents submission may also be undertaken (these would be considered on an individual basis and approved individually in writing by the Principal at their sole discretion);
- No fuel may be sold; and
- Operators must be fully self-sufficient (including own and customer waste, water and power) and comply with all relevant safety and environmental standards.

### 3. Ice Vending (Location #5)

This offering is intended to support the port, boat ramp, local recreational fishing and boating community with convenient access to ice vending. It is envisaged that the ice vending machine will be located in the vicinity of the fish cleaning station.

Currently no power access is available in this location. Port Authority will consult with the successful respondent with regards to the placement/ spec of power to ensure usefulness. The time taken for this consultation and installation will impact the start date of the occupation. Respondents must specify their power requirements to allow Port Authority to determine whether this can be supported by the site.

Submissions of interest will be notified to submit a Risk Management Plan demonstrating amongst others that:

- They fit into the space (including potential patrons);
- They have considered environmental, product or service risks;
- They have considered measures and a layout to keep patrons and vehicles separated; and
- The successful respondent is expected to report on their dates of operation and provide an accounting of daily takings in an acceptable format.

Details of the licence opportunity:

- To operate an ice vending machine at Botany Bay Boat Ramp; and
- A term of 181 days from commencement, (expecting to commence in September 2025), with potential to hold over at Port Authority's discretion (hold over extensions may trigger planning requirements).

## 1.3 Premises Details

### 1.3.1 General

Port Authority of New South Wales (Port Authority) operates the Botany Bay Boat Ramp, located on Foreshore Road, Banksmeadow, Sydney. The facilities are frequently utilised by the local community, including short-term visitors, recreational boaters, fishers, and exercise enthusiasts. The site features a deep-water, multi-lane boat ramp, fish cleaning stations, outboard motor wash, walking tracks, aircraft spotting promontory, beach access, all-weather hard stand, modern ablutions, lighting, and on-site security and surveillance supported by 138 vehicle and trailer parking spaces.

Visitors generally remain on site for extended periods of time. The local road layout is such that any diversion by visitors requiring food, beverage or fishing essentials would represent a significant inconvenience, including a time delay to commence recreation. In addition, the working port which is accessed by Foreshore Road employs a significant number of staff with little access to food and beverage on site. In addition, Foreshore Road is a major artery for container movement from the port (plus returning empty containers).

These amenities support a high level of recreational activity and provide a unique opportunity for activation through licensed operators offering food, beverage, boating and fishing essentials. Commercial activity must align with the community-focused nature of the site and comply with operational requirements set out by Port Authority.

The boat ramp attracts significant numbers of visitors, especially during fair weather. One of the reasons for this is that although Sydney boasts a number of alternative boat ramps, these are often membership based, present boating challenges such as sand banks, cannot accommodate vehicles with boating trailers, distance or similar. During daylight hours the facility has on site and in person security provision at present.

There are no vehicle height restrictions on the site and considering the nature of the facility, a reasonable amount of noise is acceptable (e.g. modern generators, background music etc.)

**Figure 1: Site layout**



Figure 1 notes the main features of the Botany Bay Boat Ramp. Orange tags note the potential locations. The single successful Food and Beverage Respondent will be offered a choice between Location #1, #2 or #3. The single successful Boating and Fishing Essentials Provider will be placed in location #4. The Ice Vending Provider will be placed in location #5. Port Authority may at its sole discretion not make a specific or indeed any allocation at its sole discretion.

### 1.3.2 Period

Licenses must collect and report to the Principal regarding the dates the site was commercially active. Extensions, where possible, will be offered at the sole discretion of the Principal.

### 1.3.3 Turnover data

Licenses will be required to submit aggregated turnover data per calendar date. The Principal will utilize this data to manage the site, including considering future works on the site to support similar activities at its sole discretion. Respondents must, as part of their submission, specify how they would (data source, timing etc.) report this, including a sample report.

### 1.3.4 Locations

#### 1.3.4.1 Location #1 [Food and Beverage Provider option]



Dimensions: 3 parking spots measuring approx 20m X 12

#### Special considerations:

- The area is located on hardstand.
- The location is visible from the restroom, and a breadboard style sign will be allowed at the restroom indicating the location of the kiosk.
- The location is both visible and a very short walk from the restroom, and anyone utilizing the boat ramp would have to pass the area.
- The size of the vehicle or trailer brought to site will impact whether this is a feasible location.

### 1.3.4.2 Location #2 [Food and Beverage Provider]



Dimensions: Two parking spots measuring approx 15m X 8m. The two parking spots constituting this location are of unequal length with the shortest side being approx. 15m long, the other side slightly longer.

Special considerations:

- The area is located on hardstand, next to the fish cleaning station.
- The location is situated in the main focus area of the site adjacent to the boat ramp and the fish cleaning station. As such it will be impacted from time to time by noise and odours specific to those activities.
- A breadboard style sign will be allowed at the restroom indicating the location of the site.
- The size of the vehicle or trailer brought to site will impact whether this is a feasible location.

### 1.3.4.3 Location #3 [Food and Beverage Provider]



Dimensions: Approx 15m X 10m, taking care not to obstruct passing vehicle traffic .

Special considerations:

- The site is in the natural flow of visitor foot and vehicle traffic. This comes with a number of benefits and risks.
- The area is located in an access way leading to the rest of the beach. Access may be required from time to time for maintenance and emergency vehicle access which may require the operator to move temporarily from the location to allow ingress. In the case of an emergency, operators will be required to move their operations immediately.
- A sign will be allowed closer to the bike path next to the main road (still on the Botany Bay Boat Ramp land) inviting users into the location should the operator be able to show that it can be done with no impact on the flow of non-vehicle traffic and not pose a risk in any way.
- The size of the vehicle or trailer brought to site will impact whether this is a feasible location.

#### 1.3.4.4 Location #4 [Boating and Fishing Essentials Provider]



Dimensions: Two parking spots measuring approx 15m X 8m

#### Special considerations:

- The area is located on hardstand, next to the fish cleaning station.
- The location is situated in the main focus area of the site adjacent to the boat ramp and the fish cleaning station. As such it will be impacted from time to time by noise and odours specific to those activities.
- Depending on whether an ice vending provider is appointed, a successful respondent may be directed to refrain from selling ice. Please clearly indicate if ice sales are part of the product offering.
- A breadboard style sign will be allowed at the restroom indicating the location of the kiosk upon request.

#### 1.3.4.5 Location #5 [Ice vending]

The installation of a self-service ice machine presents a valuable opportunity to cater to the fishing and boating community at Botany Bay Boat Ramp.

- Location: a 2m x 2m area near the fish cleaning station in the carpark highlighted.
- The site is currently unpowered but power can be installed once the needs of the selected candidate are identified.
- Operator responsibilities:
  - Vendor to supply and maintain the vending machine.
  - Must ensure reliable stock availability and routine servicing.
  - Self-sufficient in maintenance and waste management. All waste (other than customer waste) must be managed and removed offsite to areas outside of any Port Authority managed areas.
  - Submit details of operational requirements (power, water etc) of equipment.

## 1.4 Your submission

### 1.4.1 Timings

**Expression of Interest Opens:** 14 August 2025

**Submission Closing Date:** Midnight 14 September 2025

**To be Awarded:** 1 October 2025

**Licence period:** 181 days from signing, with potential to holdover for a maximum of 3 months which is subject to Port Authority's absolute discretion.

### 1.4.2 Process

All submissions must be made electronically by emailing your expression of interest through to [commercial@portauthoritynsw.com.au](mailto:commercial@portauthoritynsw.com.au). Please ensure submissions (including any annexures) are signed and submitted as a single PDF by the closing date.

The panel may revert to the contact for clarifications. Once clarification has been sought, a 72 hour window will be provided to allow additional written information to be submitted. Providing additional information is not mandatory. Failure to participate in the clarification process will see the panel considering the submission based on the information before them only. Responses to clarification must be made in writing. We note that clarifications will not be an opportunity to amend submissions as we expect all mandatory information to be provided in the original submission.

The panel will inform the relevant respondents that their submissions are of interest. Respondents would have 7 days to submit a Risk Management Plan covering at least:

- Site lay-out that considers patron safety amongst others;
- Waste management plans, including the handling of physical and liquid wastes;
- Example financial information (as referred to in Annexure A 5(l)); and
- Compliance with relevant requirements specific to products/ services proposed to be offered.

### 1.4.3 Format of submission

Submissions must:

1. Address each criteria.

It is essential that respondents address each criterion, as it will be used as the basis for assessing proposals. Only submissions that provide all the requested information will be deemed compliant. The panel will only progress compliant submissions.

2. Follow the format in Annexure A.

Annexure A must be completed and submitted and will act as the formal submission document. Please feel free to expand on any relevant section, in addition to attaching other information to this submission, such as diagrams, photos, menus, etc. Only information contained within and attached to Annexure A will be considered.

A single format reduces the likelihood of either missing, misinterpreting or misunderstanding important facts you may be attempting to communicate.

Should you want to make a submission for more than one opportunity (as an example, a fishing essentials supplier may want to make a submission for the ice vending also), please make separate submissions altogether. These would be considered separately.

3. Be in writing.

### 1.4.4 Assessment

There is no mandatory site visit. Interested respondents are invited to visit the site at their convenience. Should relevant questions be raised the question will be posted (personal information will be removed) on our website with the accompanying answer. The panel will not be accessing social media accounts or attempting to find examples of your offering online. The panel will only assess against the information you provide within your submission and any attachments you choose to add (Menu's, diagrams, brochures, photos of previous kiosks etc.) to Annexure A. The assessment will have two stages:

1. The panel will consider the information submitted in the General and Essential Criteria of Annexure A. For those respondents that have made a full submission and are deemed to be consistent with the nature of the site and need, the Quantitative Criteria will be graded.
2. The Quantitative Criteria will be graded on the basis of the following weighted criteria:

<b>Quantitative Criteria</b>	<b>Weighting</b>
<b>Patron value</b>	<b>50% made up of:</b>
Proposed operating hours	20%
Products available	30%
<b>Port Authority value</b>	<b>50% made up of:</b>
Proposed minimum monthly license fee in dollars	50%

Applicants will be assessed by the panel and be advised of the outcome by written correspondence. Only respondents that are earmarked for possible engagement will be notified that their submission is of interest. These will be requested to submit a Risk Management Plan that will be references in the License.

Respondents are reminded that the EOI process does not grant approvals and licenses other than those that can be provided by Port Authority. Other approvals may be required, such as those focused on health, planning etc. depending on the content of the submission. Respondents will be responsible for obtaining those. These may require additional cost, processes and time.

**Please Note:** 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. In addition, Port Authority at its sole discretion may not proceed with any submission, or none at all.

## 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](mailto: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).

## Annexure A

### Submission to EOI 2026/CCS1

#### General information

1. Which opportunity are you submitting to?

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2. Business name

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3. Name of representative

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4. Position or relation of the representative to the business

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5. Contact details of representative

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

6. Does your business have an ABN (Yes/ No), please provide

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7. Name sign and date



**b. Your proposed product offering in brief and target market. Please highlight any potentially controversial items or products where there may be a community interest in, such as alcohol.**

Amongst others, I propose to sell the following products and deliver the following services as an example:

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My target market is mainly (whom are they, when will they be at the boat ramp (time, days), what are they doing at the boat ramp, how would you engage with that market to create awareness and secure return business):

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Some of my products/ services may be controversial, these include (clearly indicate whether these are non negotiable for yourself, leave blank if none):

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- c. A brief description (including dimensions) as to the assets you will locate to site (e.g. Coffee Van (1.8m X 4.8m) and a cooler trailer measuring (5m X 2.5m)). Should your submission be of interest you will be asked to submit a proposed site layout.**

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My total footprint, including my service area, seating, bins, vehicles and support equipment will be (please consider the available locations prior to answering this questions. Consider your back of house, main kiosk/ vehicle/ trailer size and space for patrons to order and be served. If your space requirement is larger than the available space you may be unable to proceed.):

Length: \_\_\_\_\_

Breadth: \_\_\_\_\_

- d. A statement that you will be fully self-contained and self-sufficient, including removing all your trade waste and patron courtesy waste bin contents off site every night. If you are making a submission in relation to the ice vending, and may need power to be brought to the location, please clearly indicate the specifications of that power (how many phases, Amps etc.)**

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- e. A statement that you will submit a waste management plan (including bins to collect the waste of your patrons in your immediate vicinity) within 7 days should your submission be of interest to the panel.**

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- f. A statement that you will submit a detailed risk management plan within 7 days should your submission be of interest to the panel. This plan is owned by you. The Port Authority may review this plan and request additional considerations. Patron safety is our first priority.**

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- g. **List the current insurance policies the business has. Do not attach. Make a statement noting that this will be obtained and supplied within 7 days of being a successful respondent.**

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- h. **List the current registrations, licenses etc. as may be applicable and required by law or regulation (such as food service related). Proof will be requested from the successful respondent prior to entering into a contract.**

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- i. **A statement from yourself that you will keep a log of days and times the kiosk was open for business.** (This is needed for the Principal to report on planning matters regarding the land parcel.) Failure to provide this within 7 days after the end of the month may see the immediate suspension of the license.

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- j. Explain in detail how you will measure and report turnover at the site including format, dates of submission, data contained within etc.** Failure to provide this within 7 days after the end of the month may see the immediate suspension of the license. The purpose of this is to allow the Principal insights into demand for this service which will be used to meet community and user expectations subsequent.

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- k. Explain how your “trading date” reporting requirement will be met.**

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- l. Make a statement confirming that you acknowledge and agree that if either risk, environmental, waste or any other management plan or data (date and turnover) is not provided or adhered to the License Agreement will be terminated.**

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- m. Make a statement confirming that you acknowledge and agree that payment will be required in advance. The License Agreement will be terminated upon non payment.**

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## Quantitative Criteria

### 9. Section B: Quantitative Criteria

Quantitative Criteria will be used to grade your submission against competitors.

#### a. Patron value:

- i. Proposed operating hours, noting days, and times per day, as well as any exclusions (should no date be specifically excluded the License will be drafted to reflect that the facility will be open on those days). As this is a criteria against which respondents are graded, there is no ability for the Licensee to negotiate or deviate from the days provided, and non-compliance will be a breach of agreement.

How will we score? The service is only of value to our patrons when it is operational. As such, we will be grading submissions based on the relative number of opening hours. The provider with the most opening hours will be allocated a score of 100%, and subsequent submissions will attract points based on that.

Minimum operating hours:

Mondays: \_\_\_\_\_

Tuesdays: \_\_\_\_\_

Wednesdays: \_\_\_\_\_

Thursdays: \_\_\_\_\_

Fridays: \_\_\_\_\_

Saturdays: \_\_\_\_\_

Sundays: \_\_\_\_\_

Public holidays in the week: \_\_\_\_\_

Public holidays over weekends: \_\_\_\_\_

Exclusions to the above? \_\_\_\_\_

Total hours operational in a typical week?

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- ii. A typical list of products available for purchase. Food and Beverage operators should consider including a typical menu. Photos or brochures may be of great use. Please note if your product offering has a quality or theme that sets it apart. We anticipate that our patrons would not visit the boat ramp necessarily for unique food offerings, but for a variety of favourites.

How will we score? We will consider a typical group passing for exercise, a worker nearby that visit for 30 minutes of lunch and a recreational user planning to spend the day on a boat or fishing. We will consider your proposed offering as to how relevant that may be for their requirements, tastes, time and fit (a dog walker may have little use for a sit down lunch, where a worker may in turn appreciate that, but may only have 20minutes to order, wait and eat).

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Please feel free to add additional pages to your submission.

**b. Port Authority value:**

- i. Proposed monthly license fee in dollars, paid in advance prior to the start of each month, ex GST.
    - 1. How will we score? Respondents will be graded against the respondent with the highest proposed license fee.
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