Request for Proposals (RFP)

PF No. and Title: NG-Sol2726 Engagement of Data Protection Compliance Organisation (DPCO) for the execution of compliance requirements and filing with Nigeria Data Protection Commission (NDPC)

RFP Issue Date: 6th November 2026
Proposal Submission Deadline:23rd November 2026

Contracting Entity: Helen Keller Intl

Place of Performance: Nigeria

Contents of this Document

SECTION 1: Introduction, Eligibility of Bidders, and Definitions 1
SECTION 2: Scope of Work.....2
SECTION 3: Proposal Instructions.....2
SECTION 4: Evaluation Criteria and Basis for Award 3
SECTION 5: Source of Funding and Authorized Geographic Code**Error! Bookmark not defined.**
SECTION 6: Proposal Validity, Submission Deadline and Instructions.....4
SECTION 7: Negotiations 4
SECTION 8: Terms of the Solicitation.....4
ANNEX A: Conflict of Interest Disclosure 6
ANNEX B: Detailed Job Description for the Assignments ..... **Error! Bookmark not defined.**

Bidders are encouraged to read this RFP and all attachments in its entirety paying specific attention to the instructions and requirements. Issuance of this RFP does not in any way obligate Helen Keller International to award a contract, nor does it commit Helen Keller International to pay for costs incurred in the preparation and submission of a proposal. All recipients of this RFP shall treat all information and details included herein as private and confidential.

SECTION 1: Introduction, Eligibility of Bidders, and Definitions

Introduction

Helen Keller International (Helen Keller Intl) is a nonprofit organization dedicated to saving and improving the sight and lives of the world's vulnerable by combatting the causes and consequences of blindness, poor health and malnutrition. Helen Keller Intl invites eligible Bidder to submit proposals for the following objectives:

- Compliance roadmap and workplan, including gap assessment findings developed
- Complete and file Compliance Audit Returns with NDPC acknowledgement
- Audit reports and Remediation Plan for the audit year
- DPO job description and certification pathway recommendation
- Evidence of continuous engagement and follow-up with the NDPC
- A trained staff member or DPO capable of coordinating compliance processes
- Comprehensive Data Protection Compliance Guide and editable templates
- Final consultancy report summarising activities, outcomes and recommendations

The purpose of this Request for Proposals (RFP) is to select a vendor that will provide best value to Helen Keller Intl, when both technical and cost factors are combined.

Eligibility of Bidders

This RFP is open to consultants that are deemed capable of implementing the scope of work, with a solid record of integrity and business ethics, and that meet the eligibility requirements stated in this Section.

Bidders that submit proposals in response to this RFP must meet the following requirements:

1) Be a non-government entity (for-profit and non-profit companies, non-governmental organizations (NGOs), Consultant etc.) that are legally registered under the laws of the country where it is operating
2) Have demonstrated capacity and expertise to successfully implement the Scope of Work
3) Have completed the required representations and certifications incorporated in this RFP
4) Be willing to comply with relevant donor rules and regulations and Helen Keller Intl requirements.

Note: Helen Keller Intl will not award a contract to any firm that is debarred, suspended, or proposed for debarment by the U.S. Government, or who proposes to do business with firms or firms' principals who are debarred, suspended, or proposed for debarment, in the performance of the requirement of this activity.

SECTION 2: Scope of Work

Helen Keller Intl will evaluate all proposals received in response to this RFP in accordance with the evaluation criteria described in this document.

This RFP contains these Annexes: **A and B**

- Annex A: Conflict of Interest Disclosure.
- Annex B: Detailed Job Description (scope of work) for the Assignments

Helen Keller Intl intends to award an all-inclusive fixed price **Consultant Agreement**, to the winning offer. No profit, fees, taxes, or additional costs can be added after award. This RFP is subject to all the terms and conditions of the resulting contract. Any resultant award will be governed by these terms and conditions.

SECTION 3: Proposal Instructions

The Bidder's proposal will consist of two separate documents:

Part 1 - Technical Offer
Part 2 – Financial Offer

The Technical Offer and the Financial Offer (altogether "proposal") must be submitted separately. The Bidder should not include any cost data in the Technical Offer.

The proposal should be concisely presented and structured, and should explain in detail the Bidder's availability, experience and resources to provide the requested services.

Proposals that are incomplete or do not address these criteria may not be considered in the review process. All proposals **must be submitted in English**.

Both the Technical Offer and Financial Offer must be submitted with a **Cover Letter** which must include the following information and must be signed and stamped by an authorized representative of the Bidder organization:

i. Date of Submission of the Proposal
ii. Term of proposal validity (minimum {90} days)
iii. Name of the company/organization
iv. Name and title of authorized representative of organization
v. Type of company/organization
vi. Address
vii. Telephone
viii. E-mail
ix. Taxpayer Identification Number
x. Other required documents that shall be included as attachments to the cover letter:
   a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the bidder is registered.
   b) Copy of company tax registration, or equivalent document.
   c) Copy of trade license, or equivalent document.

Bidders must also submit a signed Conflict of Interest Declaration Form. This form will be assessed to establish whether the Bidder has any present or potential future conflict of interest according to the definition in Annex A. If the conclusion is reached that any conflict of interest declared by the Bidder could have a negative impact on the Bidder's ability to perform the Service, Helen Keller Intl may decide to reject the submitted proposal. Failure to accurately complete the Conflict-of-Interest Declaration Form may also lead to the rejection of the submitted proposal.

Part 1: TECHNICAL OFFER

The Technical Offer should be in the English language, typed in Microsoft Word, single-spaced, with each page numbered consecutively. A maximum number of pages for each component of the Technical Offer is given below.

The Technical Offer should include the following:

1) Bidder past performance record/relevant experience– {2} pages maximum
Information related to Bidder's past performance/prior experience in conducting work in the country/region similar in nature and volume to the services requested (brief description, deliverables, date, client etc.).

Bidders must also provide contacts for at least three (3) professional references for previous work and/or experience under similar SOWs. Contact information should include, at a minimum: name of individual, name of company, brief information on relationship to Bidder, address, email, and phone number. Helen Keller Intl reserves the right to contact any and all references provided. Contact information for references is not subject to the page limitation for this section.

2) **Technical approach – {7} pages maximum**
The technical approach must describe the proposed approach to achieving the program objectives and must address the following:

a) Information as to whether the Bidder currently has a presence in the country/region, and the nature of this presence.
b) A brief description of the Bidder's understanding of the objectives and scope of work for the consultancy.

The Bidder must notify Helen Keller Intl if it intends to replace a key member of the Bidder's team (with an explanation for doing so) prior to the award date and provide Helen Keller Intl with the information required for the approval of a replacement proposal. Any replacement shall be subject to the approval of Helen Keller Intl. This is also valid for any replacement taking place during the contract duration.

Helen Keller Intl may choose to contact the Bidder prior to making a final decision. Please confirm whether this would be possible, ensuring that full contact details are also included in the resume (email, telephone number).

Part 2: FINANCIAL OFFER

This contract will be issued as a consultant fixed price contract with payment made against deliverables against services/products. Helen Keller Intl will only issue payment via electronic payment methods and all bank accounts must be in the name of the company/organization only.

SECTION 4: Evaluation Criteria and Basis for Award
Helen Keller Intl will follow a Best Value Trade-Off selection methodology. Helen Keller Intl may award to an eligible, responsible firm whose proposal is most advantageous to the program, with price and other factors considered proposal, including but not limited to compliance with the requirements of the RFP without material deviation. Bidders may not modify non-responsive offers after the proposal deadline in order to make them responsive. However, Helen Keller Intl may request an Bidder to clarify its offer as long as no material deviation exists.

The criteria below will serve as the basis upon which proposals will be evaluated. Selection will be based principally on the technical merits of the proposals, but price and other factors will be considered, and award will be made only if the proposal is determined to be technically acceptable and cost reasonable.

Evaluation Criteria per Solicitation	Total Max Points
Past Performance/ Prior relevant experience	**10**
Personnel Qualifications	**10**
Technical Merit	**20**
Operational Capability	**10**
Total Points	**50**

Upon completion of the evaluation of Technical Offers, Helen Keller Intl will evaluate Financial Offers for budget presentation, details of the budget narrative, and cost effectiveness (reasonable, realistic, match the Technical Offer and meet requirements of RFP). No points are assigned to Financial Offers, but these criteria will be considered, in conjunction with the total score of the Technical Offer. This RFP utilizes the tradeoff process and Helen Keller Intl may award a contract to the offeror whose proposal represents the best value to Helen Keller Intl and the program. Helen Keller Intl may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

SECTION 6: Proposal Validity, Submission Deadline and Instructions

Proposals should have a {90-day} validity period from the proposal submission date, as provided in the Cover Letter.

Proposals must be submitted electronically by the deadline listed on the cover page of this RFP by E-mail to Nigeria-Procurement at Nigeria-Procurement@hki.org, indicating in the subject line of the e-mail the company name and the RFP number.

A full proposal submission will include the following documents, all of which must reference the RFP number as stated on the cover page of this document:

- Cover Letter
- Technical Offer
- Financial Offer
- Conflict of Interest Disclosure Form
- Copies of Bidder legal registration documents
- Other pertinent information relevant to the proposal submission

QUESTIONS: No verbal questions will be entertained, either in person or via telephone. However, Helen Keller Intl will take written questions about this RFP until the date specified on the cover page of this document. Any questions related to this RFP should be addressed to Nigeria-Procurement@hki.org,. In order to ensure fairness, Helen Keller Intl's response to all questions deemed relevant will be communicated to all potential Bidders, ensuring the original requestor's anonymity.

SECTION 7: Negotiations

Best offer proposals are requested. It is anticipated that an award will be made solely on the basis of the original offers received. However, Helen Keller Intl reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a contract. Furthermore, Helen Keller Intl reserves the right to conduct a competitive range and to limit the number of bidders in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated bidders, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of Helen Keller Intl, bidders may be requested to conduct oral presentations. If deemed an opportunity, Helen Keller Intl reserves the right to make separate awards per component or to make no award at all.

SECTION 8: Terms of the Solicitation

1. Issuance of this RFP does not constitute an award commitment on the part of Helen Keller Intl, nor does it commit Helen Keller Intl to pay for costs incurred in the preparation and submission of a bid.

2. Attached files are integral part of this RFP.

3. Helen Keller Intl may contact Bidders to confirm contact person, address, bid amount and to confirm that the proposal was submitted for this solicitation.

4. False Statements: Bidders must provide full, accurate and complete information as required by this solicitation and its attachments.

5. Conflict of Interest Disclosure: In Annex A Bidders must provide disclosure of any past, present or future relationships with any parties associated with the issuance, review or management of this solicitation and anticipated award. Failure to provide full and open disclosure may result in Helen Keller Intl having to re-evaluate selection of a potential Bidders.

6. Right to Select/Reject: Helen Keller Intl reserves the right to select and negotiate with those firms it determines, in its sole discretion, to be qualified for competitive proposals and to terminate negotiations without incurring any liability. Helen Keller Intl also reserves the right to reject any or all proposals received without explanation.

7. Reserved rights: All RFP responses become the property of Helen Keller Intl and Helen Keller Intl reserves the right in its sole discretion to:
   a. To disqualify any offer based on Bidder's failure to follow solicitation instructions;
   b. To waive any deviations by Bidders from the requirements of this solicitation that in Helen Keller Intl's opinion are considered not to be material defects requiring rejection or disqualification or where such a waiver will promote increased competition;
   c. Extend the time for submission of all RFP responses after notification to all Bidders;
   d. Terminate or modify the RFP process at any time and re-issue the RFP to whomever Helen Keller Intl deems appropriate;
   e. Issue an award based on the initial evaluation of offers without discussion;
   f. Award only part of the activities in the solicitation or issue multiple awards based on solicitation activities.

8. Bidders and its proposed personnel shall disclose any factors that could limit the organization's ability to independently perform the services such as relationship with counterpart employees, past employment, etc.

ANNEX A: Conflict of Interest Disclosure

Helen Keller Intl Code of Conduct & Ethics Policy: In accordance with the Helen Keller Intl Code of Conduct and Ethics Policy, Helen Keller Intl requires full and open disclosure when dealing with procurement. As such, Helen Keller Intl employees must avoid any conflict of interest or the appearance of a conflict of interest. Helen Keller Intl employees must at all times provide full disclosure of their actions or relationships with prospective vendors, contractors, or consultants. Helen Keller Intl employees shall not solicit, request, accept, or agree to accept any gift from a vendor or prospective vendor.

Helen Keller Intl reserves the right to reject any or all quotes when considered to be in the best interest of the organization and/or the people it serves. All parties submitting a proposal in response to this Request for Proposal are obligated to disclose the existence of any actual or possible conflict of interest relating to every country included within their proposal in the attached *Conflict of Interest Declaration Form*.

Failure to fully disclose such information could lead Helen Keller Intl to reject a proposal. If a party has no conflict to declare for any of the countries covered in their proposal, they may submit one form, listing all of the countries covered.

"**Conflict of Interest**" means a situation in which an Bidder, or an Affiliate (as defined below), or a sub-contractor (if any) of an Bidder, has interests (financial, organizational, personal, reputational or otherwise) that would or may appear to make it difficult for an Bidder to fulfill its obligations to Helen Keller Intl in its role as the vendor in an objective, independent and professional manner, or a situation in which it is reasonable to foresee that such an interest would arise. A Conflict of Interest may arise in the following circumstances, which are not exhaustive:

i. a Bidder has been, or is involved in the design of a proposal or request for funding that has been, or will be submitted to Helen Keller Intl;
ii. an Bidder has been, or is involved in the provision of advice to an entity that is a Principal Recipient or a Sub-recipient;
iii. a Bidder has been, or is involved in, or has provided advice in relation to the procurement of goods and/or services by a Principal Recipient and/or a Sub-recipient;
iv. a Bidder has been, or is involved in the provision of auditing services to a Principal Recipient and/or a Sub-recipient; or
v. a Bidder has submitted an expression of interest, tender, bid or otherwise indicated interest in providing services of any nature to a Principal Recipient or a Sub-recipient that remains valid at the time of, and for the duration of the term of this Contract.

"**Affiliate**" means a business concern, individual or other entity that, directly or indirectly: (i) controls or can control an Bidder; (ii) is controlled by, or can foreseeably be controlled by, an Bidder; or (iii) along with an Bidder, is controlled by, or can foreseeably be controlled by, the same third party.

Bidder Conflict of Interest Declaration Form

Please check one box below, as appropriate:

☐	The Bidder hereby declares that it has read and understood the Conflict of Interest rules set forth in the Request for Proposals (RFP) and warrants that no Conflict of Interest exists on the part of the Bidder or an Affiliate of the Bidder, with regard to the services to be performed under the RFP. The Bidder hereby agrees to comply with the Conflict of Interest rules set forth in the Request for Proposals (RFP).
☐	The Bidder wishes to disclose a real or potential Conflict of Interest situation(s) and propose mitigating action(s). *Note:* if this box is checked, please describe in an attachment, *in detail*, the situation and present a proposed mitigation plan / arrangement for consideration by Helen Keller Intl.

Bidder:

Signature:	
Printed Name:	
Title:	
Date:	

Annex B: Detailed Job Description for the Assignments
All attached

1 **Program Background**

Established in 1915, Helen Keller Intl works to save the sight and lives of the most vulnerable and disadvantaged people. We combat the causes and consequences of blindness and malnutrition by establishing programs based on evidence and research in vision, health, and nutrition. Headquartered in New York City, Helen Keller Intl currently conducts programs in Africa and Asia as well as in the United States. In Nigeria, Helen Keller Intl is supporting the national Neglected Tropical Diseases (NTDs), eye health and nutrition programs in the following states: Adamawa, Akwa Ibom, Bauchi, Benue, Borno, Cross River, Ebonyi, FCT-Abuja, Katsina, Kebbi, Nasarawa, Sokoto, and Taraba.

Objective of the Consultancy

To engage a licensed Data Protection Compliance Organisation (DPCO) to complete the outstanding statutory data protection audits for 2024 and 2025, renew Helen Keller's registration as a Data Controller of Major Importance with the Nigeria Data Protection Commission (NDPC), and guide the certification of an internal Data Protection Officer (DPO), so that Helen Keller is fully compliant with the Nigeria Data Protection Act (NDPA) 2023 and the General Application and Implementation Directive (GAID) 2025 and is able to sustain compliance in-house.

Specific Objectives

- To complete and file the statutory Compliance Audit Returns (CAR) with NDPC
- To document the data protection compliance process, requirements, timelines and regulator engagements for future internal use.
- To guide the certification of a qualified internal DPO.

Scope of Work

The DPCO will work closely with the Information Technology, Human Resources, Programs, Finance, Procurement and M & E teams, and will be responsible for the following:

Inception, Planning and Gap Assessment

- Develop a compliance roadmap and workplan with timelines, roles, risks and mitigation measures, prioritising the overdue items
- Brief Country Leadership Management and key stakeholders on obligations, expectations and the consequences of non-compliance for an Ultra High Level Data Controller.
- Review the organisation's data inventory and processing activities across country offices, programs, partners and vendors, including beneficiary, staff, donor and partner data and any cross-border transfers.

Statutory Data Protection Audit

Lead the end-to-end audit and filing process for each of the audit year, including:

- Preparing audit plans, scoping and data-gathering instruments for each audit year.
- Reviewing and assessing compliance with the NDPA 2023 and GAID 2025, covering at minimum:
- Preparing the Compliance Audit Return (CAR) for the period, with supporting evidence and the required attestation.
- Filing audit returns with the NDPC and obtaining acknowledgement or evidence of filing.
- Engaging the NDPC on late filing, including any regularisation, waiver or penalty considerations, and advising management on the position.

- Preparing a Remediation Plan with prioritised actions, owners and timelines arising from audit findings.

Guidance on Certification of an Internal DPO

- Advise on the DPO role requirements under the NDPA 2023 and GAID 2025, including independence, reporting lines, resourcing and avoidance of conflicts of interest.
- Develop a DPO job description and competency profile.
- Recommend suitable NDPC-recognised training and certification pathways for the appointed DPO and support enrolment.
- Support notification of the DPO appointment to the NDPC where required.
- Provide a 90-day onboarding and mentoring plan for the DPO.

Hands-On Capacity Transfer and Coaching

- Work side-by-side with the designated staff member (DPO) throughout the process.
- Provide practical coaching on:
  - NDPC portal and account management
  - Audit documentation and evidence management
  - Regulatory communication and follow-up
  - Data subject requests, DPIAs and breach reporting
  - Common challenges and resolution strategies
- Ensure the assigned staff member actively participates in all stages (not observer-only).

Handover and Sustainability

- Conduct a final knowledge transfer and handover session with relevant teams.
- Certify the readiness of the designated staff member or DPO to coordinate future audits and renewals.
- Provide limited post-submission advisory support until the NDPC has acknowledged the filings and confirmed the renewed registration.

Deliverables

The DPCO will deliver the following:

- Compliance roadmap and workplan, including gap assessment findings developed
- Complete and file Compliance Audit Returns with NDPC acknowledgement
- Audit reports and Remediation Plan for each audit year
- DPO job description and certification pathway recommendation
- Evidence of continuous engagement and follow-up with the NDPC
- A trained staff member or DPO capable of coordinating compliance processes
- Comprehensive Data Protection Compliance Guide and editable templates
- Final consultancy report summarising activities, outcomes and recommendations

Duration of the Assignment

- The consultancy is expected to last 4–8 weeks, depending on NDPC response timelines and the availability of organisational data. The DPCO is expected to provide intensive support during critical stages, particularly regularisation of the registration lapse and filing of the overdue returns.
- Priority sequencing: (1) registration renewal, (2) 2024 and 2025 audit filings, (3) DPO certification guidance, which will run in parallel where possible.

Reporting and Supervision

- The DPCO will report to the Director, People & Culture and work closely with IT, Program and M&E teams.
- Regular progress updates (weekly or bi-weekly) will be required.
- All official submissions and communications with the NDPC will be made in the name of Helen Keller

Roles and Responsibilities

Helen Keller will:

- Provide all institutional documents, policies, system information and access required for the audit and registration.
- Assign a dedicated staff member to work with the DPCO throughout the process.
- Facilitate introductions and access to internal and other stakeholders, as needed.
- Cover statutory registration, filing and any regulatory fees where applicable.

The DPCO will:

- Lead the technical and procedural aspects of the audits, filings and registration renewal.
- Ensure active skills transfer to Helen Keller staff.
- Maintain confidentiality, handle all personal data in line with the NDPA 2023, and comply with Helen Keller policies, including safeguarding, anti-fraud and code of conduct.

Required Qualifications and Experience

- Valid licence as a Data Protection Compliance Organisation issued by the NDPC at the time of engagement.
- Proven experience conducting statutory data protection audits and filing Compliance Audit Returns for INGOs, UN agencies, development organisations or other large data controllers in Nigeria.
- Demonstrated experience with Ultra High Level or Major Importance data controllers and familiarity with the NDPC portal and processes.
- In-depth knowledge of the NDPA 2023, GAID 2025 and relevant international frameworks (e.g. GDPR) for organisations with donor and cross-border data obligations.
- Team members with recognised data protection and privacy credentials (e.g. CIPP, CIPM, CDPO or equivalent) and experience in information security assessment.
- Experience in capacity building, DPO mentoring and on-the-job coaching.
- Strong documentation and reporting skills.
- Ability to deliver within tight timelines and navigate regulatory environments.

Delivery Framework

The Consultant must successfully complete and deliver all project requirements, which include but are not limited to the following critical milestones:

- Inception and submission of workplan and gap assessment
- Filing of Compliance Audit Return
- Delivery of DPO certification guidance and capacity-building outputs
- Final report, documentation and handover