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From Distributive to Integrative: A Strategic Negotiation for Supply Chain Optimization in Brazil

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Abstract

In this article, a Brazilian software company with an extensive portfolio of supply chain optimization and management solutions, widely consolidated in the pharmaceutical market, engages in a buyer-seller, Type II software negotiation, aiming at expanding its operations to other sectors, such as Consumer Goods and Automotive. The software company negotiates with a multinational company in the consumer goods sector with a global reach and decades of consolidated history in the market. The multinational company is willing to consider the Brazilian software company but wants proof that the system is compatible with its operating model and volume, a guarantee of low risk in the migration, advantageous commercial terms, and specific customizations included in the package. Companies try to maximize their gains and minimize their risks in real-case scenarios. This article reveals best managerial practices to elucidate how to resolve this stalemate by presenting this descriptive and single case study.

Keywords:

Software contract negotiation; buyer-seller negotiation; Type II negotiation; Supply Chain Management.

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1. INTRODUCTION

This case describes a buyer-seller negotiation that took place in Campinas, Southwestern Brazil, where the supply chain optimization company seller is expanding its operations to other sectors like Consumer Goods and Automotive. Both parties engage in an Integrative, Type II negotiation (Dias, 2020), where two parties negotiate multiple items. Firstly, the business company (service provider) offers software and services, including operational, technical, strategic, and consulting support. However, resistance to its technology is high in target markets. Despite its success in the pharmaceutical industry, the service provider (seller) faces challenges in convincing companies of its benefits and feasibility. Meanwhile, the contractor, hereafter simply Buyer, is a pharmaceutical multinational company focusing on reducing transportation costs, improving chain visibility, and integrating logistics partners, operating in the Brazilian market. A new Chief Logistics Officer has been hired to aggressively reduce logistics costs without compromising service quality and delivery predictability. For compliance and ethical purposes, the real names of the involved parties and their companies are hereby omitted.

Negotiation has been defined as a “Negotiation is a process of communicating back and forth for the purpose of reaching a joint decision” (Fisher, Ury & Patton, 1981, p. 20). Business negotiations have attracted scholar attention recently (Dias, 2023; Dias, 2023a; Dias,2023b; Dias et al., 2023; Navarro & Dias, 2024; Santos & Dias, 2024). The field of research has been studied as follows: as a political game (Kissinger, 1969); communication process (Acuff, 1993; Fisher, Ury & Patton, 1981; Lax & Sebenius, 1986; Salacuse, 2003, 2006; Shell, 2006), as a peaceful way to solve conflicts (Zartman, 1988); as part of a strategy game (Raiffa, Richardson & Metcalfe, 2002; Rubin and Brown, 1975; Pruitt, 1981);; as a social interaction (Dias, 2016; Schatzki & Coffey, 1981); as a decision making process (Bazerman & Moore, 1994), including also buyer-seller negotiations (Dias, Toledo, Silva, et al., 2022; Dias, Lafraia, Schmitz et al., 2024; Dias, Pereira, Teles & Lafraia, 2023; Dias, Leitão, Batista & Medeiros, 2022);virtual negotiations (Santos & Dias, 2024); business negotiations (Dias, Pereira, Teles & Lafraia, 2023;Dias, 2023; Dias, Pereira, Vieira, et al., 2023); Nonmarket Negotiations (Navarro & Dias, 2024); retail negotiations (Valente & Dias, 2023); contract negotiations (Cunha & Dias, 2021; Dias, Nascimento et al., 2021); military negotiations (Dias, Toledo, Silva, Santos et at., 2022; Dias, Pires et al., 2022; Dias, Almeida, Silva, Russo, et al., 2022);

This work addresses a Type II negotiations, or a buyer-seller negotiation between two parties and multiple subjects, following the Four-Type Negotiation Matrix (Dias, 2020), as depicted in Figure 1:

Figure 1 The Four-Type Negotiation Matrix
Source: Dias, 2020. Reprinted under permission.

2. METHODOLOGY

Following Saunders, Lewis, and Thornhill (2009), this paper used an inductive method with interpretative philosophy. Following Yin (2004), we examined one buyer-seller negotiation between two parties for purchasing a software solution for a multinational company from the Brazilian pharmaceutical sector as the unit of analysis, supplemented with the direct participation of two authors.

3. MARKET EXPANSION: CHALLENGES AND OPPORTUNITIES

On the one hand, the service provider, a company with an extensive portfolio of Supply Chain optimization and management widely consolidated in the Brazilian pharmaceutical market, seeks to expand its operations to other sectors, such as Consumer Goods and Automotive, as stated previously. In addition to the software, the company offers a range of services, including operational support, technical support, strategic support, and consulting, which aim to facilitate implementation and maximize the solution's performance.

On the other hand, the buyer is a company in the Consumer Goods sector with a global reach and decades of consolidated history in the market. The buyer logistics business seeks to reduce transportation costs, improve chain visibility, and better integrate its logistics partners. Recently, a new Chief Logistics Officer was hired, and his mandate, which was received directly from the CEO, was to aggressively reduce the costs of the logistics industry on a global scale without losing service quality and delivery predictability. Currently, C&G spends between $ 135 million and $ 200 million/year on logistics in Brazil alone, among which the expenditure on TMS (transportation software) is around $1.6 million/year. The new director seeks creative solutions to control and reduce costs and is willing to think "outside the box."Their meeting took the following negotiation arrangement, as illustrated in Figure 2:

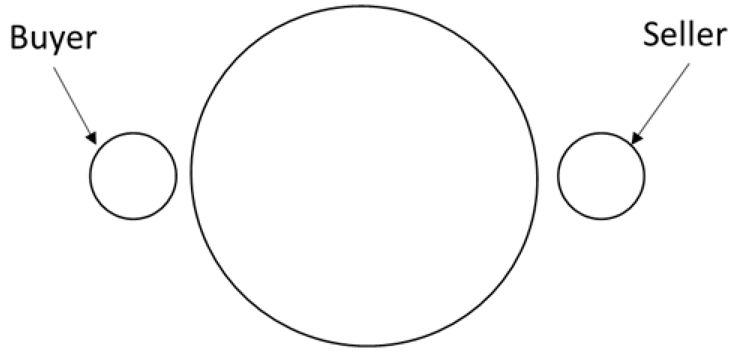

Figure 2 Typical Type II bargaining table.
Source: elaborated by the authors

4. INTRODUCTION TO THE NEGOTIATION: UNDERLYING INTERESTS

The service provider's CEO learns from contacts in the market that the Buyer's new Logistics Director is looking for cost-saving opportunities and contacts the Buyer to try to get closer. After initial contacts and introductions, the seller agrees to schedule a negotiation meeting with the Buyer to explore the adoption of the system in its Brazilian operation. The Buyer uses a partially customized system integrated into its Enterprise Resource Planning (ERP) architecture and is wary of switching to an industry-under-tested solution.

The buyer is willing to consider the proposal only if three prerequisites are deliverable: (a) proof that the system is compatible with its operating model and volume; (b) guarantee of low risk in migration; (c) advantageous commercial conditions and specific customizations included in the package.

On the other hand, the service provider is interested in entering the sector with a major brand like a multinational company to increase credibility; they do not want to compromise the margin with a highly customized project. It needs an additional success case to expand in the sector and wants to secure a medium—to long-term contract (minimum two years).

5. OVERCOMING RESISTANCE AND BUILDING TRUST: UNDERSTANDING THE ZONE OF POSSIBLE AGREEMENT (ZOPA)

The buyer has high bargaining power; the service provider is disadvantaged due to a lack of track record in the sector; technical and political mistrust about switching suppliers; and the buyer procurement business may push for a free pilot.

The Logistics Director wants to reduce the cost of TMS or, at most, keep the cost at the current level of $ 1.6 million/year. The buyer CEO also wants to implement his TMS in an operation of the pharmaceutical company scale in Brazil, at least $ 600 thousand/year, to maintain a healthy margin for his business. In principle, this negotiation's Zone of Possible Agreement (ZOPA) is from $ 600 thousand to $ 1.6 million.The negotiation is distributive and not integrative at this moment.

6. CREATIVE OPTIONS AND VALUE CREATION

For the CEO of The Buyer, some possibilities of options were addressed to ensure that the deal was closed with a giant in the consumer goods market, among them the possibility of the company acquiring smaller packages such as punctual consultancies to ensure an improvement in the company's cost indicators, acquisition only of the TMS Software to manage the company with its personnel, the inclusion of an execution, audit and a third-party strategic team to the buyer to manage the transport using the software already available and in use at the multinational company, have a team located in a country with a weaker currency and the initial operation in a country with a stronger currency so that the client company better absorbs the costs. In addition, the possibility of adding a success factor to the contract was raised, linking it to a percentage of the total savings by reaching a percentage of savings of the total spent by the contracting company.

The Logistics Director, before the negotiation, had also raised some options to facilitate an agreement, among them suggesting a pilot deployment of The Buyer's TMS in a Sandbox environment or only one Brazilian state to be able to validate the solution without jeopardizing the operation at the national level, with the possibility of expanding The Buyer's TMS to the entire Brazilian operation after validation and then expansion to the entire global operation.In addition, the service provider's director was willing to offer the Buyer's solution to other players in the Consumer Goods market if the implementation was successful. In other words, the service provider wanted to maintain intellectual property rights.All these options transformed the negotiation from distributive to integrative (Raiffa, Richardson & Metcalfe, 2002).During the negotiation, the buyer's CEO and Director of Logistics asked exploratory questions to understand the scenario and the interests behind their interlocutor's positions. This led to the discovery of additional subject matter for negotiation (options) and transformed the negotiation from distributive to integrative.If the parties reached no agreement, their Best Alternative to a Negotiated Agreement (BATNA) was to look for another service provider (Fisher, Ury & Patton, 1981).

7. DURING THE NEGOTIATION PROCESS

During the meeting, the parties initially sought to delve deeper into what the other party was looking for with open questions. The CEO understood that the pharmaceutical company's primary needs were cost reduction in its logistics operation, quality assurance, and efficiency in case of a system change (material interests). The buyer's Logistics Director discovered that their primary interest, in addition to securing a large contract, was to increase the number of customers in the Consumer Goods sector, strengthening the presence of a new market to enable its expansion (material and psychological interests).

Given these mutual understandings, value-creating options began to be presented by both sides to enrich the negotiation long before any monetary value was discussed. The CEO of The Buyer commented on the possibilities of carrying out at first only a consulting project to seek opportunities to reduce costs in the buyer's operation without the need for systems migration in such a way as to reduce the risk of such migration in addition, the CEO of the pharmaceutical company presented data on his company's performance in the pharmaceutical sector, demonstrating a percentage of savings in the logistics operation of its customers between 8% and 15% historically.

However, implementing The Buyer's own TMS would only be possible to reduce this level. The Director of the pharmaceutical company saw an excellent opportunity to reduce costs with this possibility but still wanted more guarantees of safety and efficiency in the transition. To this end, it suggested an initial implementation in Santa Catarina only, given that this is the state of the Brazilian operation with the least logistical complexity. The work should be completed in three months. If the implementation is successful, the Buyer could expand its operations to the entire Brazilian pharmaceutical company's operations. The Buyer's CEO also commented that they could achieve a greater cost reduction gain than they would estimate in the contract and, as an incentive, The Buyer would receive 10% of the cost reduction gains that occur above the contracted level.

8. WRITING THE DEAL

At that moment, the negotiation was moving quickly toward an agreement about the level of cost reduction that would be the contract's target. As it would be The Buyer's first performance in Consumer Goods, the 9% reduction in annual logistics costs was established in the buyer's operation as the contract's target. If a reduction exceeds the target, The Buyer will receive 10% of any reduction achieved beyond the target. Then they talked about the terms of the implementation; at first, the implementation of The Buyer's TMS would be carried out only in the buyer's Santa Catarina operation in the first 3 months. If the deployment was successful, ensuring a seamless transition to the buyer, the Buyer solution could be deployed to the rest of the buyer's Brazilian operation, starting in month three. If there were an interruption in the buyer's operation in the first three months, the contract would be terminated. Finally, they discussed the value of the full annual contract of The Buyer's TMA in the pharmaceutical company's Brazilian operation. Finally, considering all the options discussed, The Buyer's CEO made the first value suggestion for the contract, at $ one million/year. As this amount was well within the buyer's budget, and considering that The Buyer achieved the target of logistics cost reduction established in the contract, the Director of the buyer considered that the potential benefit of a TMS transition far outweighed the risks of this transition, including considering that the risks were being mitigated with the implementation process via the pilot project. The $ one million/year value was accepted without bargaining. The agreement was reached.

9. IMPLICATIONS AND DISCUSSION

This paper examined a buyer-seller negotiation between two parties to purchase a software solution for a multinational company in the Brazilian pharmaceutical sector. The service provider, a company with a Supply Chain optimization and management portfolio, seeks to expand its operations to other sectors, such as Consumer Goods and Automotive.The Buyer, a company in the Consumer Goods sector, seeks to reduce transportation costs, improve chain visibility, and better integrate its logistics partners. The new Chief Logistics Officer seeks creative solutions to control and reduce costs.

The negotiation involves the service provider's CEO learning about the Buyer's new Logistics Director's interest in cost-saving opportunities and contacting the Buyer to explore adopting the system in its Brazilian operation. The Buyer is willing to consider the proposal if three prerequisites are deliverable: proof of system compatibility with its operating model and volume, guarantee of low risk in migration, and advantageous commercial conditions and specific customizations included in the package.The negotiation's Zone of Possible Agreement (ZOPA) ranges from $600,000 to $1.6 million, and it is currently distributive and not integrative.

During the negotiation, both parties sought to understand each other's interests and present value-creating options. The Buyer's CEO suggested conducting a consulting project to reduce costs without system migration, while the Logistics Director suggested an initial implementation in Santa Catarina for safety and efficiency. If successful, the Buyer could expand its operations to the entire Brazilian pharmaceutical company.The negotiation quickly moved toward an agreement about the 9% reduction in annual logistics costs as the contract's target. The Buyer's CEO suggested a full annual contract of $1 million/year, which was accepted without bargaining. The potential benefit of a TMS transition far outweighed the risks of this transition, including mitigating them through the implementation process via the pilot project. The agreement was reached, demonstrating the importance of considering material and psychological interests in negotiations. The approach of creating value before distributing value made this negotiation very fluid. The implementation options via pilot project and the potential to reduce logistics costs throughout the chain (not only in the value of the TMS) enriched the discussion, making the subject of the TMS's value almost a minor consideration in the final agreement.However, the Buyer's CEO, realizing that the value he had anchored at $ one million a year was accepted without bargaining with the Buyer's director, realized that the pharmaceutical company reserve price was higher than the value he had anchored. Therefore, a lesson that arises is to find out the reserve price of the other before proposing an anchorage. In this way, the result would be maximized for the anchoring party.

There are also some implications in other research topics, including business negotiations (i) (Dias, Waltz & Oliveira, 2021; Dias, 2020a; Dias, 2020b; Dias, 2020c; Dias, Duzert& Lopes, 2021); (ii) role-play simulations on business negotiations (Dias, Lopes,Cavalcanti &Golfetto, 2020; Dias & Silva, 2021; Dias, Netto, Oliveira et al., 2021; Dias, Andrade, Sotoriva, et al., 2021; Dias & Lopes, 2021); (iii) negotiations on intangible assets (Sartori et al., 2020; Dias, Lopes & Teles, 2020; Dias & Lopes, 2020; Dias & Navarro, 2020; Dias, Lopes &Duzert, 2020), (iv) trust in negotiations (Dias & Lopes, 2021; Dias, 2021), for instance.

6. CONCLUSION

Finally, the negotiation between the service provider and the buyer shows the power of creative value in business negotiations and changing a distributive into an integrative negotiation to achieve mutually beneficial agreements. By understanding each other's needs and interests and being empathetic, the parties created value and found innovative solutions that met their goals. Once business companies conduct advanced deals and collaborations in real-life scenarios, lessons gained from this case study might represent a successful guide to reaching positive results.

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